

# SUMMONS (CITACION JUDICIAL)

## NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

Julian Union School District; Diego Plus Education Corporation dba Diego Valley Public Charter; and Julian Charter School, Inc. dba Julian Charter School-Alpine Academy

## YOU ARE BEING SUED BY PLAINTIFF:

## (LO ESTÁ DEMANDANDO EL DEMANDANTE):

Grossmont Union High School District

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**10/06/2015 at 03:04:11 PM**

Clerk of the Superior Court  
By Rachel Harmon, Deputy Clerk

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Superior Court of the State of California - Central Division

330 West Broadway

San Diego, CA 92101

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Sarah L.W. Sutherland, 239889

619.595.0202 / Fax 619.702.6202

Dannis Woliver Kelley, 750 B Street, Suite 2310, San Diego, CA 92101

DATE: 10/07/2015

(Fecha)

Clerk, by

(Secretario)

R. Harmon

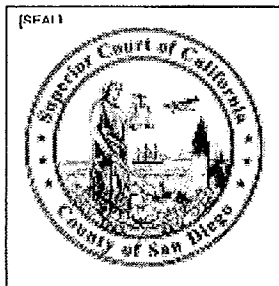
R. Harmon

, Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



### NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): **DIEGO PLUS EDUCATION CORPORATION dba DIEGO VALLEY PUBLIC CHARTER**

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):

4. ☐ by personal delivery on (date):

DANNIS WOLIVER KELLEY  
750 B STREET, SUITE 2310  
SAN DIEGO, CA 92101

SARAH L. W. SUTHERLAND, State Bar No. 239889  
RICHARD A. GONZALEZ, State Bar No. 276571  
Dannis Woliver Kelley  
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Attorneys for Petitioner/Plaintiff  
GROSSMONT UNION HIGH SCHOOL DISTRICT

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**10/06/2015** at 03:04:11 PM  
Clerk of the Superior Court  
By Rachel Hammon, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO

GROSSMONT UNION HIGH SCHOOL  
DISTRICT,

Petitioner/Plaintiff,

v.

JULIAN UNION SCHOOL DISTRICT,  
DIEGO PLUS EDUCATION  
CORPORATION dba DIEGO VALLEY  
PUBLIC CHARTER, and JULIAN  
CHARTER SCHOOL, INC. dba JULIAN  
CHARTER SCHOOL-ALPINE  
ACADEMY,

Respondents/Defendants.

DIEGO PLUS EDUCATION  
CORPORATION dba DIEGO VALLEY  
PUBLIC CHARTER, and JULIAN  
CHARTER SCHOOL, INC. dba JULIAN  
CHARTER SCHOOL-ALPINE  
ACADEMY,

Real Parties in Interest,

Case No. 37-2015-00033720-CU-WMA-CTL

**PETITION FOR WRIT OF MANDATE AND  
COMPLAINT FOR INJUNCTIVE AND  
DECLARATORY RELIEF**

(Pursuant to Code Civ. Proc., §§ 1085 & 1060)

**Trial: None set**

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

1 Comes now Petitioner/Plaintiff, GROSSMONT UNION HIGH SCHOOL DISTRICT  
2 ("District") and alleges against Respondent/Defendant JULIAN UNION SCHOOL DISTRICT  
3 ("JUSD") and Respondents/Defendants/Real Parties In Interest DIEGO PLUS EDUCATION  
4 CORPORATION dba DIEGO VALLEY PUBLIC CHARTER ("DVPC") and JULIAN  
5 CHARTER SCHOOL, INC. dba JULIAN CHARTER SCHOOL-ALPINE ACADEMY ("JCS")  
6 (JUSD, DVPC and JCS are collectively referred to as "Respondents") as follows:

7 **INTRODUCTION**

8 1. This action ("Action") is brought before this court to interpret and enforce the charter  
9 petition, location, and oversight requirements set forth in the Charter Schools Act ("CSA"),<sup>1</sup> as well  
10 as the geographic restrictions. Unless charter schools are authorized, operated, and overseen in  
11 compliance with the CSA, such schools are not accountable to the students and families they serve or  
12 the taxpayers on whose dime they operate, and as such, violate the law. DVPC and JCS do not  
13 operate in accordance with the CSA, and neither has JUSD lawfully authorized DVPC and JCS to  
14 the extent that JUSD allows them to continue to operate without oversight or requiring compliance  
15 with law. Accordingly, Respondents, and each of them, have violated Education Code sections  
16 47604.32, 47605, 47605.1, and 47607.

17 2. The California Constitution provides that public education is delivered at the most  
18 local level – by a school district. A school district is a public organization authorized by the  
19 Legislature with a defined territory and subordinate to the general education laws of the State of  
20 California, governed by a board elected by the residents of that district's boundaries. School  
21 districts are funded with mostly local tax dollars and accountable to the public (and residents  
22 whose taxes they are primarily spending) via the locally elected board. They are vested with  
23 various powers by the Legislature and accountable to their residents who elect them. Within its  
24 defined geographical area, none of which overlap, a school district is required to educate all  
25 children of appropriate grade and age electing to attend public schools by providing all necessary  
26 school and classroom facilities, teachers, and instructional materials and services. This structure  
27 provides accountability to residents and an avenue for parents and community members to

28 <sup>1</sup> Education Code section 47600 et seq. is referred to as the "Charter Schools Act of 1992" or "Charter Schools Act."

1 ensure their public schools are operating lawfully and spending tax dollars wisely as dictated by  
2 the needs and concerns of the local community.<sup>2</sup>

3 3. Consistent with the State Constitution's focus on local control of education (most  
4 recently acknowledged with the adoption of the Local Control Funding Formula), charter schools are  
5 preferentially and most often authorized under Education Code section 47605,<sup>3</sup> which allows for  
6 school districts to approve and oversee charter schools that are proposed to operate within their  
7 jurisdictional boundaries. (§ 47605 (a).) Respondents JUSD approved both petitions at issue in this  
8 claim pursuant to Education Code section 47605.

9 4. In petitioning a school district governing board to establish a charter school,  
10 Education Code sections 47605 and 47605.1 require the charter petitioner "to identify a single  
11 charter school that will operate within the geographic boundaries of that school district."  
12 (§ 47605, subd. (a)(1).) Respondents violated the CSA by approving the petitions to establish  
13 DVPC and JCS because the proposed charters did not, and the approved charters still do not,  
14 "identify a single charter school that will operate within the geographic boundaries" of JUSD.  
15 (*Ibid.*)

16 5. JUSD illegally authorized DVPC to operate generally "within San Diego County,  
17 and all other contiguous counties" potentially outside its boundaries at undisclosed locations.  
18 Currently, DVPC apparently operates six sites within San Diego County and none of the sites are  
19 located within JUSD's boundaries. Further, neither JUSD nor DVPC notified the District that DVPC  
20 were seeking to open charter schools within the District's boundaries.

21 ///

22  
23 <sup>2</sup> Article IX, section 16, of the California Constitution provides citizens with the constitutional right to an elected  
24 board running their local school district. These elected boards have the right and responsibility to control public  
25 education in their boundaries to the benefit of, and consistent with, the needs of the residents they serve. By  
26 Proposition 4, the voters adopted Article IX, section 14, in order to delegate increased authority over the public  
27 schools to "the governing boards of all school districts." Proposition 5 codified Education Code section 35160,  
28 which provides: "On and after January 1, 1976, the governing board of any school district may initiate and carry on  
any program, activity, or may otherwise act in any manner which is not in conflict with or inconsistent with, or  
preempted by, any law and which is not in conflict with the purposes for which school districts are established."  
These enactments demonstrate the public's invocation of local control over education within the school district's  
boundaries, rejecting the notion that another school district or its governing board may impose programs within  
another district's boundaries.

<sup>3</sup> All statutory references are to the Education Code, unless otherwise noted.

1           6.       JUSD also illegally authorized JCS to operate “resource centers in San Diego County  
2 and Riverside County” without specifying any location and clearly allowing an indiscriminate  
3 amount of locations and facilities of any sort outside its boundaries at undisclosed and unidentified  
4 locations. Currently, JCS has eleven Academy programs, three “INSITE” programs and four  
5 learning centers across the San Diego and Riverside county areas, and none of the sites are located  
6 within JUSD boundaries. Additionally, JCS has K-8 Home Study programs in Temecula and  
7 Ramona. Further, neither JUSD nor JCS notified the District that JCS was seeking to open charter  
8 schools within the District’s boundaries.

9           7.       School districts that grant charters have a legal obligation to oversee charter schools  
10 they authorize to ensure they deliver what they promised to deliver in the charter; and meet all other  
11 requirements of the law set forth in the CSA. (See § 47606, subd. (c).) DVPC and JCS and, more  
12 importantly, their operations within District boundaries that are the subject of this Action, are not  
13 overseen by its chartering entity, JUSD. The actions of JUSD in initially authorizing and/or  
14 allowing DVPC and JCS to establish and continue to operate charter schools within San Diego  
15 County, but outside of its boundaries and at undisclosed and unapproved locations, is in direct  
16 contravention to the CSA. It is illegal, unauthorized, and interferes with the rights and  
17 responsibilities of the local school district to its residents to be accountable for public schools in  
18 its boundaries, and prevents the oversight and accountability that are lynchpins of the CSA.  
19 JUSD’s actions impede the District’s ability to oversee the public schools operating within its  
20 own jurisdictional boundaries, JUSD’s ability to oversee DVPC and JCS’s operations, and,  
21 perhaps most importantly, the local accountability and control contemplated by the CSA for the  
22 local community to be heard on whether it supports the specific charter petition, among other  
23 operational issues. (*Cal. School Bds. Assn v. State Bd. of Education* (2010) 186 Cal.App.4th  
24 1298, 1308 (“*CSBA v. SBE*”); *see also* § 47605, subd. (b).) JUSD has failed and refused to  
25 require DVPC and JCS to operate pursuant to the requirements of the CSA – continuing to  
26 disregard its legal obligation to oversee the operations of DVPC and JCS ensure lawful  
27 operations.

28     ///

1           8.       DVPC advertises its charter school as an independent study program, yet any  
2       characterization of a charter school as such is immaterial, as there is no exception to the geographic  
3       restrictions of the CSA that indicates independent study programs are not required to comply with  
4       the CSA. Any charter school seeking to open and operate must meet the fundamental petition and  
5       location requirements pursuant to Section 47605 of the CSA. The District is informed and believes  
6       that DVPC is operating at least partially classroom based or so called “blended” programs at its sites  
7       within the District boundaries, and they are not being used “exclusively for the educational support of  
8       pupils who are enrolled in nonclassroom-based independent study of the charter school.” (See Ed.  
9       Code, § 47605.1(c)(1).) That section is inapplicable in any case because DVPC is authorized by  
10      JUSD, which like the District, is located in San Diego County and 47605.1 only authorizes such  
11      facilities in adjacent counties.

12           9.       While the CSA permits a charter school to establish “a resource center,  
13      meeting space, or other satellite facility” outside the boundaries of its authorizing district if  
14      certain criteria are met under Section 47605.1, subdivision (c), the resource center must be  
15      “located in a county adjacent to that in which the charter school is authorized[.]” (§ 47605.1,  
16      subd. (c).) In addition, the space must be “used exclusively for the educational support of  
17      pupils who are enrolled in nonclassroom-based independent study of the charter school.”  
18      (*Ibid.*, at subd. (c)(1).) Under its charter, JCS proposed to open an “administrative office”  
19      from JUSD’s district office and operate resource centers in San Diego County and Riverside  
20      County. However, the District is informed and has confirmed that the JCS site that is open  
21      within its boundaries is not “used exclusively for the educational support of pupils who are  
22      enrolled in nonclassroom-based independent study of the charter school.”

23           10.      Similarly, DVPC proposed to operate resource centers “in and around the San  
24      Diego area. However, the District is also informed and believes that the DVPC site currently  
25      operating within its boundaries is not “used exclusively for the educational support of pupils  
26      who are enrolled in nonclassroom-based independent study of the charter school.”

27           11.      DVPC and JCS appear to be operating more than one resource center in the  
28      county in which they are also authorized. In fact, the District is informed that all of the sites

1 operated by DVPC are within the same county, the County of San Diego. Similarly, the  
2 District is informed that all of the sites operated by JCS are within San Diego County and  
3 Riverside County. These charter sites are neither listed in the charter or elsewhere, nor were  
4 they approved pursuant to the process required by Section 47605. They also do not comport  
5 with a plain reading of the law and are non-compliant with the CSA.

6 12. The District has attempted to avoid the need for this litigation by seeking to work  
7 directly with JUSD, DVPC and JCS. However, JUSD, DVPC and JCS brushed aside the  
8 District's attempts for resolution on multiple occasions and continue to willfully ignore and  
9 violate the law despite the District's notices and requests to remedy the situation. JUSD, DVPC  
10 and JCS's actions violate the CSA. The scheme they have created precludes required oversight  
11 and accountability which is directly contrary to the CSA and the Legislative intent behind it. The  
12 District, therefore, requests that this Court intervene and compel Respondents to cease and correct  
13 their illegal actions.

#### 14 THE PARTIES

15 13. Petitioner/Plaintiff GROSSMONT UNION HIGH SCHOOL DISTRICT is, and at all  
16 relevant times was, a public entity duly existing under and by virtue of the laws of the State of  
17 California and operating as a public school district, with its district office located in the City of La  
18 Mesa, California, providing educational services in the County of San Diego to the cities of El Cajon,  
19 La Mesa, Lemon Grove, and Santee, including the communities of Alpine, Casa de Oro, Crest,  
20 Dehesa, Dulzura, Jamul, Lakeside, Mount Helix, Rancho San Diego and Spring Valley. The  
21 District's Governing Board is elected by the residents living within the District's boundaries and, as a  
22 result, it is accountable to them.

23 14. Respondent/Defendant JULIAN UNION SCHOOL DISTRICT is, and at all relevant  
24 times was, a public entity duly existing under and by virtue of the laws of the State of California and  
25 operating as a public school district in the County of San Diego, with its district office located in  
26 Julian, California, located approximately 65 miles from the District's office.

27 15. Respondent/Defendant and Real Party in Interest DIEGO PLUS EDUCATION  
28 CORPORATION dba DIEGO VALLEY PUBLIC CHARTER purports to be a California nonprofit,

1 public benefit corporation, with its principal place of business in Lancaster, California. It has  
2 operated, Diego Valley Public Charter, a charter school that operates no less than six sites  
3 throughout San Diego County, one of which is operating within the geographic boundaries of the  
4 District, without proper notice to the District or any effort to comply with the CSA.

5 16. Respondent/Defendant and Real Party in Interest JULIAN CHARTER SCHOOL,  
6 INC. dba JULIAN CHARTER SCHOOL – ALPINE ACADEMY purports to be a California  
7 nonprofit, public benefit corporation, with its principal place of business in Julian, California. It  
8 has operated, Julian Charter School, a charter school that operates no less than nine sites  
9 throughout San Diego County, one of which is operating within the geographic boundaries of the  
10 District, without proper notice to the District or any effort to comply with the CSA.

#### 11 GENERAL ALLEGATIONS

12 17. The California Constitution provides for the provision of public education through  
13 “a system of common schools.” (Cal. Const., art. IX, § 5.) At the local level, it specifies the  
14 creation and organization of school districts. (*Ibid.*, art. IX, § 14.) In short, “[u]nder the  
15 Constitution, the public schools themselves exist at the district level and are governed by the  
16 school districts.” (*Mendoza v. State* (2007) 149 Cal.App.4th 1034, 1041.) The Education Code  
17 builds upon this foundation by requiring that “[e]very school district shall be under the control of  
18 a board of school trustees or a board of education.” (§ 35010, subd. (a).)

19 18. The “system of common schools” pursuant to the Constitution includes charter  
20 schools that the CSA requires be properly authorized and overseen by an elected board. Charter  
21 schools were first allowed in California by the CSA under Section 47600 et seq. The CSA  
22 contains a detailed set of procedures and requirements that govern every aspect of a charter  
23 school’s existence. “From how charter schools come into being, to who attends and who can  
24 teach, to how they are governed and structured, to funding, accountability, and evaluation – the  
25 Legislature has plotted all aspects of their existence.” (*Wilson v. State Bd. of Education* (1999)  
26 75 Cal.App.4th 1125, 1136.) Because charter schools are a creature of statute, these  
27 requirements make the CSA constitutional. (*See ibid.*)

28 19. In detailing how charter schools may come into existence, the CSA allows school



1 districts to approve a charter petition and, thereby, authorize the operation of a charter school by  
2 the petitioners within the authorizing district's boundaries. (See § 47605.) No later than 30 days  
3 after receiving a charter petition, the governing board of the school district must hold a public  
4 hearing on the provisions of the charter, at which time the governing board of the school district  
5 must consider the local level of support for the petition by teachers employed by the district,  
6 other employees of the district, and parents of the community. (See § 47605, subd. (b).)

7 20. Section 47605 calls upon the educational expertise of the local school district to  
8 evaluate, among other things, whether the charter petition presents a sound educational program,  
9 whether petitioners are demonstrably likely to successfully implement the program, whether the  
10 charter petition sets forth a reasonably comprehensive description of the 16 elements reflecting the  
11 educational and operational program of the proposed charter school, and whether the charter  
12 petitioner has a viable fiscal plan for the proposed school(s). (See § 47605, subds. (b)(5)(A)-(P), (g).)  
13 The governing board evaluates these factors in the context of the local school district and community  
14 through the public hearing required by the CSA "on the provisions of the charter, at which time the  
15 governing board of the school district shall consider the level of support for the petition by teachers  
16 employed by the district, other employees of the district, and parents." (§ 47605, subd. (b).) As set  
17 forth in Section 47605, subdivision (h), "in reviewing petitions for the establishment of charter  
18 schools *within* the school district, the governing board of the school district shall give preference to  
19 petitions that demonstrate the capability to provide comprehensive learning experiences to pupils  
20 identified by the petitioner or petitioners as academically low achieving[.]" This, among other  
21 provisions of the CSA, establishes that a charter petition is to be considered in conjunction with the  
22 educational programs within the authorizing school district, and is required to operate within the  
23 authorizing district's boundaries, under its board's oversight.

24 21. Charter petitioners may appeal a decision to deny the charter petition to the local  
25 county board of education or the State Board of Education. (See § 47605, subd. (j).) Notably,  
26 even where a charter school is authorized by the county or state board of education on appeal, it  
27 is nonetheless required to operate within the school district's boundaries where it first submitted  
28 its charter petition. (See §§ 47605, subd. (i), and 47605.1.)

22. In 2002, after several charter schools operating outside the boundaries of their authorizing school district engaged in fiscal mismanagement and other governance irregularities, the Legislature amended the CSA to more clearly require that charter schools be located within the boundaries of the school district where they were chartered. (See, e.g., §§ 47605, subd. (a)(1), and 47605.1.) As explained by the court in *CSBA v. SBE*, “[s]ignificant among the amendments was the addition of stringent geographical restrictions for the operation of charter schools. (See §§ 47605, subd. (a)(1), 47605.1; Stats. 2002, ch. 1058, §§ 6, 7, No. 12 West’s Cal. Legis. Service.)” (*CSBA v. SBE*, *supra*, 186 Cal.App.4th at 1307.)

The impetus behind those amendments, which were sponsored by the State Superintendent of Public Instruction, was explained in an analysis prepared for the Senate Committee on Education. ‘The [State Board] has in practice allowed single charters to be used to authorize the operation of multiple school sites, which are called ‘satellites’ of the charter. Satellites have often operated at considerable distance from the ‘home’ charter. Early this year the Gateway Charter School, chartered by the Fresno Unified School District, was the subject of several newspaper articles and an ongoing law enforcement investigation, concerning allegations that satellites of the Gateway School were operating in violation of several laws. Gateway’s charter was revoked by the district governing board who cited the difficulties of keeping track of remote (satellite) operations as a reason why various anomalies were not discovered sooner.’ ... As stated in a comment to another analysis, ‘[b]y placing a geographic restriction on a charter school’s operations, this bill would help clarify a district’s sovereignty over public education provided within its boundaries and [would] enhance oversight of charter schools.’ (Sen. Com. on Appropriations, Dept. of Finance, Analysis of Assem. Bill No. 1994 (2001-2002 Reg. Sess.) as amended Aug. 15, 2002, p. 1 (Sen. Finance Analysis of Assem. Bill No. 1994).)

(*Ibid.* at pp. 1307-08; emphasis added.) “[T]he statutory scheme reflects an intent to promote district chartered schools and local oversight while allowing for limited exceptions.” (*Ibid.* at p. 1320.) The Legislature clearly intended charter schools be located within the boundaries of the local school district that authorized their operation, subject to express and limited exceptions.

23. Section 47605, subdivision (a)(1), explicitly requires that a charter school operate within the geographical boundaries of the school district that approved the charter petition. In fact, the identification of a location within the chartering school district is a fundamental requirement for any party seeking to establish a 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.*” (§ 47605, subd. (a), emphasis added; see also § 47605,

1 subd. (g) ["The description of the facilities to be used by the charter school shall specify where  
2 the school intends to locate."].)

3 24. The only exception to this threshold criterion allows a charter school to open a  
4 single site outside the jurisdictional boundaries of its chartering authority in limited  
5 circumstances following very specific requirements:

6 (5) A charter school that *is unable to locate within the jurisdiction of the chartering*  
7 *school district* may establish *one site* outside the boundaries of the school district,  
8 but within the county in which that school district is located, *if the school district*  
9 *within the jurisdiction of which the charter school proposes to operate is notified in*  
10 *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:

11 (A) The school *has attempted to locate a single site or facility to house the entire*  
12 *program, but a site or facility is unavailable* in the area in which the school chooses  
to locate.

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

14 (§ 47605, subd. (a)(5), emphasis added.) A plain reading of the CSA is clear: the charter must  
15 identify *the* location of the charter school and be located within the authorizer's boundaries,  
16 unless certain requirements for exception are met. Even then, the CSA does not give charter  
17 schools carte blanche to establish as many locations as it wishes at undisclosed and unapproved  
18 locations throughout their authorizer's county, regardless of how the facility is used. The CSA is  
19 replete with references to "a" site or resource center, and specifically addresses what a charter  
20 school must do to operate at multiple locations (See e.g. 47605(a)(1) and 47605.1(c).

21 25. Because this case involves the operation of what DVPC and JCS identify as  
22 resource centers, it is important to note that Section 47605.1 permits a charter school to establish  
23 "a" resource center, meeting space, or other satellite facility "in a county adjacent to that in  
24 which the charter school is authorized," but only if two conditions are met. (§ 47605.1, subd.  
25 (c).) First, the facility must be "used exclusively for the educational support of pupils who are  
26 enrolled in nonclassroom-based independent study of the charter school" and, second, the charter  
27 school must provide "its primary educational services in, and a majority of the pupils it serves  
28 are residents of, the county in which the school is authorized." (*Ibid.* at subds. (c)(1) and (2).)

1 Section 47605.1 also makes compliance with Section 47605 a prerequisite. DVPC and JCS  
2 appear to be operating more than one resource center<sup>4</sup>, most within the County of San Diego, all  
3 without notice or otherwise complying with Section 47605. As such, this provision of the CSA  
4 does not make DVPC and JCS's operations lawful, nor does it address the charter petition  
5 process and its content deficiencies.

6 26. School districts that grant charters are obligated to oversee charter schools they  
7 authorize to ensure charter schools deliver what they promise in their charter, meet all  
8 requirements of law, and spend the public's money responsibly to the end as contemplated by the  
9 CSA and their approved charter. (See § 47607, subd. (c).) If a charter school materially violates  
10 the charter, fails to meet the pupil outcomes identified in the charter, or fiscally mismanages or  
11 violates the law, the authorizer must take action in conformity with Section 47607, including  
12 revoking the charter, if the violations are not timely remedied consistent with the CSA.

13 27. The *CSBA v. SBE* Court further explained that an authorizer may be compelled by  
14 writ of mandate to exercise its authority under statute providing that a charter "may be revoked"  
15 by the chartering agency, if it finds the charter school committed "a material violation of any of  
16 the conditions, standards, or procedures" of the charter or a violation of "any provision of law."  
17 (*CSBA v. SBE*, *supra*, 186 Cal.App.4th at 1325-26.) In that specific case, the charter school  
18 opened and was operating satellite facilities without first meeting the conditions of approval  
19 imposed on the school's statewide charter and the school's memorandum of understanding with  
20 the governing board. The court held that the authorizer's governing board's failure to enforce  
21 legal requirements or the conditions of approval was fatal to the approval:

22 The chartering of a school and the charter school's compliance with the law, the  
23 regulations, and the conditions imposed on its charter can be matters of serious  
24 concern to the public and to our public school system. More than 10 years ago, in  
25 *Wilson v. State Bd. of Education* (1999) 75 Cal.App.4th 1125, 1135, 89 Cal.Rptr.2d  
26 745 (*Wilson*), the legitimacy of the CSA was challenged on the ground, among  
27 others, that it violated the constitutional mandate of state control over public schools  
28 because it transferred power over essential educational functions to the parents and  
teachers who write the charters and to the entities that operate the charter schools.  
In rejecting that challenge, Division Four of the First Appellate District concluded  
that charter schools are not just nominally, but are effectively, under the control of

<sup>4</sup> The District disputes whether the locations are in fact resource centers.

1 state officials through the charter approval process, through continuing oversight  
2 and monitoring powers, through unlimited access for inspection and observation,  
3 and through the power to revoke a charter in the face of serious breaches of financial  
4 or educational responsibilities or for violations of the law. (*Id.* at pp. 1138-1141, 89  
Cal.Rptr.2d 745; see *id.* at p. 1139, 89 Cal.Rptr.2d 745 [“we wonder what level of  
control could be more complete than where, as here, the very destiny of charter  
schools lies solely in the hands of public agencies and offices”].) ...

5 It is, thus, the very control and oversight by public officials that legitimize charter  
6 schools. If monitoring and enforcement are, in reality, either lax or nonexistent,  
7 then the entire statutory scheme governing charter schools is called into question.  
8 *Local school districts and county boards of education, as well as parents and*  
9 *teachers, have a right to expect that charter schools will hew not just to the law, but*  
*to their charters and the conditions imposed upon them through official action taken*  
*at a public hearing.*

10 (*CSBA v. SBE, supra*, 186 Cal.App.4th at p. 1326; emphasis added.) The same is true here.

11 28. Prior to March of 2011, DVPC submitted a charter petition to JUSD to open  
12 DVPC – a charter school with independent study and home study programs for grades 9 through  
13 12, a home study program for grades kindergarten through 8, and a virtual learning program for  
14 grades kindergarten through 12. According to the charter petition, DVPC intended to locate  
15 “resource centers within San Diego County, and all other contiguous counties” – no specific  
16 location was identified as required by the CSA even though DVPC’s charter petition states that  
17 “it had identified facilities in and around the San Diego area,” nor were any of the locations  
18 approved following proper notice or a public hearing. Despite the fact that the petition did not  
19 identify the location of a charter school that will operate within JUSD’s boundaries as required  
20 by Section 47605, subdivision (a)(1), or any location for that matter, and proper notice was not  
21 given to the District regarding DVPC locating a site in El Cajon within the District’s boundaries  
22 as required by Section 47605, subdivision (g), JUSD’s governing board approved the charter  
23 petition for DVPC on March 9, 2011 for a five year term, commencing July 1, 2011. The  
24 approval process suffers from other infirmities, as well. JUSD has allowed DVPC to violate the  
25 Education Code, and itself has violated the Education Code, by approving the charter petition for  
26 DVPC to operate charter schools at unspecified locations outside of JUSD’s boundaries.

27 29. JUSD’s governing board held a public hearing, approved DVPC’s charter petition  
28 at its regularly scheduled meeting on March 9, 2011, and already had staff negotiate a Financial

1 Memorandum of Understanding with DVPC for its approval at that same meeting, demonstrating  
2 that JUSD planned to approve DVPC's petition and pretextually complied with the CSA.

3 30. Before the approval of DVPC's petition, notice was never provided to the District  
4 it intended to operate within the District's boundaries. Moreover, DVPC failed to meet the  
5 requirements for receiving approval to locate and operate a site outside of its authorizer's  
6 boundaries. Because DVPC did not publish its meeting agenda items or minutes relating to its  
7 board meetings prior to September 2015, there is no way to confirm any of this public  
8 information relating to DVPC's operations and its board's intentions, which should be easily  
9 accessible to the public.

10 31. According to the California Department of Education ("CDE"), DVPC opened  
11 and began serving students on September 9, 2011. CDE identified DVPC's location as 511  
12 North 2nd Street in El Cajon, California. As of the date of the filing of this Petition, it appears  
13 that DVPC's charter school serves students ages 14 to 19, despite the charter providing that it  
14 would serve grades kindergarten through 12.<sup>5</sup>

15 32. As of the date of the filing of this Petition, Diego Valley Charter School's website  
16 endorses that it has charter locations throughout San Diego County, but only lists two sites - its  
17 El Cajon site, as well as a new Julian site, which is 1704 Cape Horn, Julian, CA, which is the  
18 same address for the JUSD district office and JCS administrative office address. After receiving  
19 approval of its charter petition, the CSA requires a charter school to request a material revision to  
20 its charter, if the charter school proposes to establish one or more additional sites. In this case,  
21 the District is not aware of any material revisions which were made to DVPC's charter to either  
22 specifically identify any of its current school locations, or to add a new site to operate in Julian,  
23 CA.

24 33. On or around March 24, 2015, the District learned that DVPC started operating  
25 DVPC at a new location within the District's geographical boundaries, directly across from one  
26 of its schools. When the District learned that DVPC had opened a school within its boundaries,  
27 the District, through its counsel, wrote to JUSD's Superintendent objecting to the charter's  
28

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<sup>5</sup> The El Cajon site posts a sign noting: "Diego Valley Charter High School."

1 locations within its boundaries, approval process, and requesting that they comply with the CSA  
2 and cease and desist operating in District's boundaries. Accompanied with the correspondence,  
3 the District attached the January 28, 2015 Minute Order entered in the *San Diego Unified School*  
4 *District v. Alpine Union School District* (Super. Ct. San Diego County, Case No. 37-2014-  
5 00021153-CU-MC-CTL). This decision has recently been made and interpreted the CSA in line  
6 with the District's understanding of the CSA, and not that expressed by JUSD and DVPC.

7 34. At no time was the District provided notice that DVPC would operate within its  
8 boundaries as required by Sections 47605, subdivision (a)(5), and 47605.1. *This cannot be*  
9 *disputed.* At no time has DVPC's charter petition identified any of its charter school locations,  
10 much less proposed a charter school to operate within JUSD's boundaries. *This also cannot be*  
11 *disputed.* There is no evidence of any intention or effort to locate and operate within JUSD's  
12 boundaries, notwithstanding borrowing JUSD's address, and no findings have ever been made to  
13 demonstrate that DVPC looked for a site within JUSD's boundaries and was unsuccessful in  
14 locating such a site. Any latent effort to remedy a CSA violation is irrelevant and invalid, and  
15 done in hindsight to avoid the plain requirements of the CSA. JUSD authorized the charter school  
16 unlawfully and has not required DVPC to operate in accordance with other provisions of the CSA.

17 35. On August 25, 1999, JUSD initially approved the JCS charter petition. The JCS  
18 renewal petitions were subsequently approved on May 9, 2001, April 5, 2006, and April 13,  
19 2011. The renewed petition of April 13, 2011 ("Renewed Petition") states that JCS has  
20 "administrative offices located on the campus of JUSD" and the "School operates resource  
21 centers in San Diego County and Riverside County." The Renewed Petition identifies two  
22 addresses where JCS operates: 39665 Avenida Acacias, Suite G, Murrieta, CA 92563 and 6126  
23 Adelaide, San Diego, CA 92195. Even though JCS was already operating most of its resources  
24 centers by the time it submitted the renewal charter petition, it does not lists all of its additional  
25 locations on the renewal charter petition, more importantly, the location operating in the  
26 District's boundaries which is located at 1832 Alpine Boulevard, Alpine, CA 91901. Despite the  
27 fact that the Renewed Petition failed to identify the location of a charter school that will operate  
28 within JUSD's boundaries as required by Section 47605, subdivision (a)(1), it did not list their

1 locations and proper notice was not given to the District regarding JCS locating a site in Alpine  
2 within the District's boundaries, JUSD's governing board approved the Renewed Petition for a  
3 five year term commencing July 1, 2011.

4 36. The District learned that JCS was unlawfully operating within its boundaries on or  
5 around October, 2009. The District submitted correspondence to Jennifer Cauzza, Executive  
6 Director of JCS on October 16, 2009, advising Ms. Cauzza that the charter school operating  
7 within the jurisdictional boundaries of the District was not authorized and requested that JCS  
8 cease operating within the District's boundaries. On October 21, 2009, JCS stated that it  
9 "respectfully declines to withdraw operations in Alpine" and that its decision was supported by  
10 "the advice and legal opinion of the Charter School's legal counsel, Lisa Corr at Middleton  
11 Young and Minney." Other than mere assertion, no law was provided as to why JCS is  
12 permitted to operate within the District's boundaries. Absent legal interpretation and without  
13 knowledge of how many charter schools JUSD would allow to operate in the District, the District  
14 did not proceed with legal challenge at that time. In light of the ongoing and additional  
15 violations of the CSA since then, and in light of the recent San Diego Superior decision on point,  
16 on April 9, 2015, the District again, through its counsel, requested that JCS cease and desist  
17 operating within its boundaries. This time, it enclosed the January 28, 2015 Minute Order  
18 entered in the *San Diego Unified School District v. Alpine Union School District* (Super. Ct. San  
19 Diego County, Case No. 37-2014-00021153-CU-MC-CTL) as authority for its positions that  
20 were previously based on a plain reading of the statutes. This time, JCS's counsel, Lisa Corr  
21 from Young, Minney & Corr, also counsel for Endeavour Academy in the *San Diego Unified*  
22 *School District v. Alpine Union School District*, asserted the same "resource center" arguments  
23 that she did, and that were squarely rejected, in the *San Diego* case. JUSD has continued to  
24 allow JCS to violate the Education Code, and itself has violated the Education Code, by  
25 approving the renewal charter petition for JCS to operate charter schools at unspecified locations  
26 outside of JUSD's boundaries and within District boundaries without notice or compliance with  
27 the CSA.

28 ///



37. Although JCS and JUSD asserts that JCS operates resource centers at all of its locations outside its authorizer's boundaries, more specifically at the location within the District's boundaries, the District is informed that JCS provides classroom-based instruction at its so called "resource centers," and particularly located within the District's boundaries. Its charter renewal in 2011 also confirms that JCS operates a classroom-based site instruction charter. The Renewal Petition indicates that JCS are part of an independent study program and can attend three different programs two of which are "a combination of a home-based learning program and learning center...a combination of home-based learning program and academy classes." It also states that students can attend "site-based programs" and that JCS's instructional design frequently blends at-home study with "onsite classes." Additionally, the JCS-Alpine Academy 2014-2015 Student Handbook states that:

- "all student absences must be reported by the parent to the Academy Secretary on the day of the absence, or in advance. Students are required to attend classes on a regular basis."
- It also states that students are only allowed to use electronic items "during lunch break, passing periods and before or after school."
- JCS is a "closed campus" and that "during regular school hours, all students must be in the main school building at all times" and "no student is allowed to go off-campus for lunch or to leave campus to buy lunch."

Their 2014-2015 Academy Application lists one of the requirements for participation as "participate in at least 4 classes." These are all an explicit acknowledgment that JCS's so called "resource center" in Grossmont's boundaries is not used exclusively for support pupils enrolled in nonclassroom-based independent study of the charter school. It is a school where students attend in classrooms and are taught by credentialed teachers. As such, even if otherwise lawfully approved and located, which it's not, JCS's site in Grossmont's boundaries is not used exclusively for "nonclassroom-based independent study" as required by section 47605.1(c). Indeed, because most of the instructional time at JCS is for classroom instruction, its facilities are by definition "school sites," and not "resource centers," as defined by section 47612.5(e)(3).

1 Moreover, the District and JUSD are both located within San Diego County, making 47605.1(c)  
2 inapplicable. Finally, JCS has no location in JUSD, making the concept of a "satellite" facility  
3 impossible, and nearly all of the students enrolled at JCS do not live in JUSD.

4 38. CDE's website indicated that JCS opened and began serving K-12 students on  
5 November 22, 1999. JCS identified its location to CDE as 1704 Cape Horn, Julian, CA 92036,  
6 even though that is only its administrative office address. It is also not the location where they  
7 serve students enrolled in the JCS.

8 39. At no time was the District provided notice that JCS would be operating in the  
9 District's jurisdictional boundaries as required by Sections 47605, subdivision (a)(5), and  
10 47605.1, much less before approval as required. *This cannot be disputed.* At no time has JCS's  
11 charter petition identified all of its charter school locations, much less proposed a charter school  
12 to operate within JUSD's boundaries. *This also cannot be disputed.* There is no evidence of any  
13 intention or effort to actually locate its charter school within JUSD's boundaries, and no findings  
14 have ever been made to demonstrate that JCS looked for a site within JUSD's boundaries and  
15 was unsuccessful in locating such a site. Any latent and partial effort to remedy a CSA violation  
16 is irrelevant and invalid, and done in hindsight to avoid the plain requirements of the CSA.  
17 JUSD authorized the charter school unlawfully and has not required JCS to operate in accordance  
18 with other provisions of the CSA since.

19 40. JUSD's approval of DVPC and JCS's charter petitions allowing them to operate at  
20 any unspecified location it wishes within an expansive geographical region, at any time it wishes  
21 and outside JUSD's own boundaries, is contrary to law and a violation of the CSA. By failing to  
22 identify a charter school that will operate within JUSD's boundaries, or even attempting to locate  
23 in JUSD's boundaries, not only does the charter fail to comply with the provisions of  
24 Section 47605, but it ignores the plain geographical restrictions of the CSA entirely and the  
25 sound, accountability-based justification for them. DVPC's addition of its Julian site (whether a  
26 true physical site or not) within the last few months was done illegally and an attempt to boot  
27 strap unlawful locations. JCS's attempt to list its administrative office as that of the JUSD's  
28 district office in the charter, without complying with Section 47605, does not mean that they are

1 operating within its authorizing district and cannot undo prior and continuing legal violations  
2 surrounding the charter school's operation elsewhere. This does nothing to remedy their non-  
3 compliance and, worse, suggests that Respondents are not acting in good faith; and that any  
4 attempts to rectify the CSA violations are latent and unscrupulous.

5 41. Respondents have not only ignored the geographic and location requirements of  
6 the CSA, but they also ignored the required notice provisions of those restrictions and their  
7 corresponding legislative intent. Section 47605, subdivision (a)(5), of the CSA expressly  
8 requires that these notices be given "in advance of the charter petition approval," and the failure  
9 to provide timely and clear notice in advance of the petition approval invalidates those approvals.

10 42. As set forth in their charters, JCS and DVPC never intended, nor did they ever  
11 attempt to locate a facility for their respective charters within JUSD's boundaries. To further  
12 their illegal actions, JUSD, JCS and DVPC have continued to ignore a plain reading of the CSA  
13 in favor of an interpretation that ignores words and phrases in the statutes, and reads the stringent  
14 geographic restrictions entirely out of the CSA entirely. In essence, Respondents, through their  
15 counsel, have claimed that as long as JCS and DVPC operate an independent study program,  
16 they may locate anywhere they wish, without notice to anyone, and at any point in their existence  
17 without their authorizers approval or notice to the school district in which it's locating. This is  
18 not the law.

19 43. The District met with counsel and staff for JUSD, JCS and DVPC on August 26,  
20 2015 to express concerns the District has with the charters locating their facilities within its  
21 boundaries. On September 15, 2015, the District advised Lisa Corr, counsel for DVPC and JCS  
22 that if DVPC and JCS agreed to re-locate within JUSD's boundaries, that the District would  
23 allow the charter schools to continue to operate within its boundaries for no longer than the  
24 2015-2016 school year for an orderly and well planned transition, otherwise the District would  
25 initiate litigation.

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**FIRST CAUSE OF ACTION**

**WRIT OF MANDATE**

**Code of Civil Procedure Section 1085**

**(Violation of the Charters Schools Act, against JUSD, DVPC and JCS)**

44. The District realleges and incorporates by reference, as though fully set forth herein, the allegations of Paragraphs 1 through 43, above.

45. Respondents have a ministerial duty to comply with the requirements of the Education Code in considering and/or approving a charter petition of a charter. Respondents do not have discretion to ignore these criteria, including the requirements that a charter petition propose to operate a charter school within the school district it petitions for a charter, to identify a site within the authorizing district's boundaries, and to locate within the authorizer's boundaries.

46. JUSD failed to ensure that DVPC and JCS's submitted charter documentation identified a location within JUSD's boundaries as required by Section 47605, subdivisions (a) and (g). Likewise, DVPC and JCS failed to include this required location identification in its charter petition documentation as required by Education Code section 47605, subdivisions (a) and (g).

47. Respondents failed to ensure that the District was provided with notice of a charter school potentially locating within the District's boundaries prior to approval of the charter as required by Sections 47605 and 47605.1, and that the other conditions for locating a site outside of the authorizer's boundaries were present before approval.

48. JUSD failed to make the requisite determinations and findings that DVPC and JCS could not locate within JUSD's boundaries, and DVPC and JCS never tried or intended to locate in JUSD. To the extent JUSD found, if at all, that DVPC and JCS must locate outside JUSD's boundaries because either: (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; or (2) the site is needed for temporary use during a construction or expansion project, such findings are not supported by any evidence, Respondents failed to

1 articulate any basis for such findings, and the evidence does not support these findings. Thus,  
2 any such findings and supporting determinations, even if they had been made, would constitute  
3 an incorrect legal construction of the statutes and an error of law, and would be arbitrary,  
4 capricious, entirely lacking in evidentiary support, and unlawful. They are entirely pretextual  
5 and designed to avoid the requirements of the CSA.

6 49. To the extent JUSD found that the District received notice of DVPC and JCS's  
7 location within District's boundaries, this is irrelevant, incorrect, and not in conformance with  
8 the law. It is undisputed that the District did not receive proper notice of DVPC and JCS's  
9 intention to locate within the District's boundaries *before* JUSD's governing board approved the  
10 charters in 2011. It cannot be disputed that JUSD's governing board made none of the required  
11 findings for authorizing a charter school outside its boundaries.

12 50. JUSD had a clear, present, and ministerial duty to deny the charter petition for  
13 failure to comply with the requirements of Sections 47605 and 47605.1. Notwithstanding the  
14 duty imposed by law upon JUSD, it has refused to set aside its decision to approve the unlawful  
15 charter petition. Accordingly, the conduct of JUSD amounts to a failure to perform a ministerial  
16 duty.

17 51. DVPC and JCS had a clear, present, and ministerial duty to comply with the  
18 charter location and charter petition requirements set forth in Sections 47605 and 47605.1 and  
19 the CSA. Notwithstanding the duty imposed by law upon DVPC and JCS, they continue to  
20 operate illegally by operating outside its authorizer's boundaries without proper approval or  
21 notice, all within the same county as its authorizer. DVPC and JCS must cease operating in  
22 District's boundaries given its failure to provide the District with the requisite notice. The  
23 conduct of DVPC and JCS amounts to a failure to perform a ministerial duty.

24 52. Furthermore, JUSD is charged, pursuant to Sections 47604.32 and 47607, with the  
25 oversight of the charter schools it authorizes, including DVPC and JCS. In accordance with  
26 Section 47607, JUSD is required to take action where, as alleged herein, DVPC and JCS fail to  
27 comply with their charters, and fail to comply with the law. Even if JUSD lawfully approved the  
28

1 charter, it should have acted to remedy its later legal violations or revoke the charters after being  
2 notified by the District.

3 53. JUSD has a clear, present, and ministerial duty to enforce the provisions of the  
4 CSA, including Section 47607, and the terms of the charter, and to take affirmative action to  
5 rescind and/or to revoke the approval of any charter wrongfully approved and/or operating in  
6 violation of the law and the requirements of its charter. DVPC and JCS also have a clear,  
7 present, and ministerial duty to abide by, locate, and operate its charter pursuant to the CSA,  
8 including Sections 47605 and 47605.1, and the terms of the charters.

9 54. Based on these violations of the CSA by Respondents, the District respectfully  
10 requests that this Court intervene, due to Respondents' failure to comply with the ministerial  
11 duties under the CSA, to compel DVPC and JCS to legally locate and operate its charter  
12 school, and JUSD to properly perform its charter petition consideration and oversight duties,  
13 and to take action to set aside its approval of the charter petition or, in the alternative,  
14 discharge JUSD's oversight duties by revoking the charter.

15 55. The District, the Petitioner in this case, is a public entity and, as such, this filed  
16 Petition is deemed a verified petition pursuant to Code of Civil Procedure section 446 and as  
17 required by Code of Civil Procedure 1086. (See *Murrieta Valley Unified School Dist. v. County*  
18 *of Riverside* (1991) 228 Cal.App.3d 1212, 1222-23.)

19 56. The District has a beneficial right to the performance of Respondents' ministerial  
20 duties.

21 57. The District has no plain, speedy, and/or adequate remedy in the ordinary course  
22 of law.

## 23 SECOND CAUSE OF ACTION

### 24 DECLARATORY RELIEF

25 (Code of Civil Procedure Section 1060, against JUSD, DVPC and JCS)

26 58. District realleges and incorporates by reference, as though fully set forth herein,  
27 the allegations contained in Paragraphs 1 through 57, above.

28 ///

1           59.     An actual controversy has arisen and now exists between and among the District and  
2 JUSD, DVPC and JCS. As alleged in this Petition, the District contends that JUSD's conduct in  
3 approving charter schools to operate outside JUSD's geographic boundaries at undisclosed and  
4 unapproved locations, and DVPC and JCS's operation of charter schools outside of JUSD's  
5 boundaries without proper notice, violate Sections 47605 and 47605.1, and the charter.

6           60.     The District further contends that JUSD's approval of the charter petition is void. In  
7 the alternative, if the Court finds the petition was properly approved, the District contends that JUSD  
8 is properly compelled to revoke the charter(s), pursuant to Section 47607, based on DVPC and JCS's  
9 violation of the charter and the law.

10          61.     The District seeks a judicial determination of the rights and legal duties of the parties  
11 and a declaration that: (i) the approval of DVPC's petition in 2011 was in violation of Sections 47605  
12 and 47605.1; and (ii) the approval of JCS's petition in 2011 was in violation of Sections 47605 and  
13 47605.1.

14          62.     The District further seeks a judicial determination of the rights and legal duties of  
15 the parties and a declaration that the approval for the charter petition is either void or, in the  
16 alternative, that JUSD is mandated to take action to revoke the charters in conformity with  
17 Section 47607.

18               WHEREFORE, the District prays:

19           1.     On the First Cause of Action, that a Peremptory Writ of Mandate be issued:

20               To JUSD to:

- 21               (a)    Set aside its approval of DVPC's charter petition on March 9, 2011 for the  
22                       term of July 1, 2011 through June 30, 2016;  
23               (b)    Set aside its approval of JCS's charter petition on April 11, 2011 for the  
24                       term of July 1, 2011 through June 30, 2016;  
25               (c)    Discharge its oversight duties over DVPC and JCS;  
26               (d)    Refrain from approving charter schools to operate outside of JUSD's  
27                       geographic boundaries in violation of the CSA and Sections 47605 and  
28                       47605.1; and

- (e) Revoke DVPC and JCS's charter in conformity with the CSA and Section 47607, and prohibit DVPC and JCS from operating charter schools in violation of the charter and the law.

To DVPC and JCS to:

- (a) Submit a legally sufficient charter petitions that comply with the requirements of the CSA, including submission to the school district(s) in which it proposes to operate; and
- (b) With respect to location of its charter school(s), strictly comply with the location and notice provisions of the CSA by following the requisite process outlined in Sections 47605 and 47605.1.

2. On the Second Cause of Action, that a declaratory judgment issue declaring the charter approvals of March and April, 2011, and the operation of a charter school by DVPC and JCS outside of JUSD's boundaries were and are in violation of the CSA and Sections 47605 and 47605.1 and, therefore, void. In the alternative, that JUSD has a ministerial duty under Section 47607 to revoke DVPC's charter for its material failure to comply with the charter and the law, and this Court should order the charters revoked.

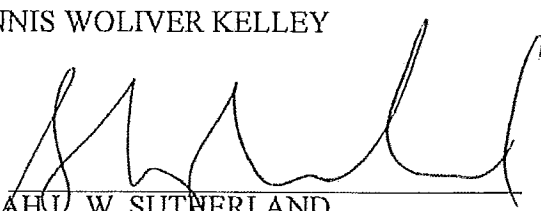
3. For injunctive relief to preclude the operation of the charter school(s) outside of JUSD's boundaries and preclude Respondents/Defendants/Real Parties from taking further action in violation of the law, including, but not limited to, the Education Code.

4. For an award of reasonable attorneys' fees and costs incurred in this action.

5. For such damages and other and further relief as the Court deems just and proper.

DATED: October 6, 2015

DANNIS WOLIVER KELLEY

By:   
SARAH L. W. SUTHERLAND  
Attorneys for Petitioner  
GROSSMONT UNION HIGH SCHOOL  
DISTRICT



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Sarah L.W. Sutherland, 239889 Richard A. Gonzales, 276571 Dannis Woliver Kelley 750 B Street, Suite 2310, San Diego, CA 92101 TELEPHONE NO.: (619) 595-0202 FAX NO.: (619) 702-6202 ATTORNEY FOR (Name): Grossmont Union High School District		<b>FOR COURT USE ONLY</b>  <b>ELECTRONICALLY FILED</b> Superior Court of California, County of San Diego  <b>10/06/2015 at 03:04:11 PM</b>  Clerk of the Superior Court By Rachel Hamon, Deputy Clerk						
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 WEST BROADWAY MAILING ADDRESS: CITY AND ZIP CODE: SAN DIEGO, CA 92101 BRANCH NAME: CENTRAL DIVISION								
CASE NAME: Grossmont Union High School District v. Julian Union School District, et al.								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;"><b>CIVIL CASE COVER SHEET</b></td> <td style="text-align: center;"><b>Complex Case Designation</b></td> </tr> <tr> <td style="width: 50%; vertical-align: top;"> <input checked="" type="checkbox"/> <b>Unlimited</b>            (Amount demanded exceeds \$25,000)         </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> <b>Limited</b>            (Amount demanded is \$25,000 or less)         </td> <td style="vertical-align: top;"> <input type="checkbox"/> <b>Counter</b>    <input type="checkbox"/> <b>Joinder</b>             Filed with first appearance by defendant            (Cal. Rules of Court, rule 3.402)         </td> </tr> </table>			<b>CIVIL CASE COVER SHEET</b>		<b>Complex Case Designation</b>	<input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000)	<input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	<input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b>  Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
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*Items 1-6 below must be completed (see instructions on page 2).*

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input checked="" type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☐ monetary    b. ☒ nonmonetary; declaratory or injunctive relief    c. ☐ punitive
4. Number of causes of action (specify): 2
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 6, 2015

Sarah L.W. Sutherland

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

### NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

Auto (22)—Personal Injury/Property  
Damage/Wrongful Death  
Uninsured Motorist (46) (if the  
case involves an uninsured  
motorist claim subject to  
arbitration, check this item  
instead of Auto)

Other PI/PD/WD (Personal Injury/  
Property Damage/Wrongful Death)  
Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/  
Wrongful Death  
Product Liability (not asbestos or  
toxic/environmental) (24)  
Medical Malpractice (45)  
Medical Malpractice—  
Physicians & Surgeons  
Other Professional Health Care  
Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip  
and fall)  
Intentional Bodily Injury/PD/WD  
(e.g., assault, vandalism)  
Intentional Infliction of  
Emotional Distress  
Negligent Infliction of  
Emotional Distress  
Other PI/PD/WD

## Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business  
Practice (07)  
Civil Rights (e.g., discrimination,  
false arrest) (not civil  
harassment) (08)  
Defamation (e.g., slander, libel)  
(13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice  
(not medical or legal)  
Other Non-PI/PD/WD Tort (35)

## Employment

Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (not unlawful detainer  
or wrongful eviction)  
Contract/Warranty Breach—Seller  
Plaintiff (not fraud or negligence)  
Negligent Breach of Contract/  
Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open  
book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections  
Case  
Insurance Coverage (not provisionally  
complex) (18)  
Auto Subrogation  
Other Coverage

## Other Contract (37)

Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse  
Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (not eminent  
domain, landlord/tenant, or  
foreclosure)

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (if the case involves illegal  
drugs, check this item; otherwise,  
report as Commercial or Residential)

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court  
Case Matter  
Writ—Other Limited Court Case  
Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor  
Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal.

## Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims  
(arising from provisionally complex  
case type listed above) (41)

## Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of  
County)  
Confession of Judgment (non-  
domestic relations)  
Sister State Judgment  
Administrative Agency Award  
(not unpaid taxes)  
Petition/Certification of Entry of  
Judgment on Unpaid Taxes  
Other Enforcement of Judgment  
Case

## Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (not specified  
above) (42)  
Declaratory Relief Only  
Injunctive Relief Only (non-  
harassment)  
Mechanics Lien  
Other Commercial Complaint  
Case (non-tort/non-complex)  
Other Civil Complaint  
(non-tort/non-complex)

## Miscellaneous Civil Petition

Partnership and Corporate  
Governance (21)  
Other Petition (not specified  
above) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult  
Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late  
Claim  
Other Civil Petition

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b>	
STREET ADDRESS:	330 W Broadway
MAILING ADDRESS:	330 W Broadway
CITY AND ZIP CODE:	San Diego, CA 92101-3827
BRANCH NAME:	Central
TELEPHONE NUMBER:	(619) 450-7065
PLAINTIFF(S) / PETITIONER(S): GROSSMONT UNION HIGH SCHOOL DISTRICT	
DEFENDANT(S) / RESPONDENT(S): JULIAN UNION SCHOOL DISTRICT et.al.	
GROSSMONT UNION HIGH SCHOOL DISTRICT VS JULIAN UNION SCHOOL DISTRICT [IMAGED]	
<b>NOTICE OF CASE ASSIGNMENT and CASE MANAGEMENT CONFERENCE</b>	CASE NUMBER: 37-2015-00033720-CU-WM-CTL

### CASE ASSIGNMENT

Judge: Joan M. Lewis

Department: C-65

COMPLAINT/PETITION FILED: 10/06/2015

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
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A case management statement must be completed by counsel for all parties or self-represented litigants and timely filed with the court at least 15 days prior to the initial case management conference. (San Diego Local Rules, Division II, CRC Rule 3.725).

All counsel of record or parties in pro per shall appear at the Case Management Conference, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of ADR\* options.

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

**TIME STANDARDS:** The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, parking citation appeals, and family law proceedings.

**COMPLAINTS:** Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants.

**DEFENDANT'S APPEARANCE:** Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

**JURY FEES:** In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) on or before the date scheduled for the initial case management conference in the action.

\*ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).



## Superior Court of California County of San Diego

### NOTICE OF ELIGIBILITY TO eFILE AND ASSIGNMENT TO IMAGING DEPARTMENT

**This case is eligible for eFiling. Should you prefer to electronically file documents, refer to General Order 051414 at [www.sdcourt.ca.gov](http://www.sdcourt.ca.gov) for rules and procedures or contact the Court's eFiling vendor at [www.onelegal.com](http://www.onelegal.com) for information.**

**This case has been assigned to an Imaging Department and original documents attached to pleadings filed with the court will be imaged and destroyed. Original documents should not be filed with pleadings. If necessary, they should be lodged with the court under California Rules of Court, rule 3.1302(b).**

On August 1, 2011 the San Diego Superior Court began the Electronic Filing and Imaging Pilot Program ("Program"). As of August 1, 2011 in all new cases assigned to an Imaging Department all filings will be imaged electronically and the electronic version of the document will be the official court file. The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and on the Internet through the court's website.

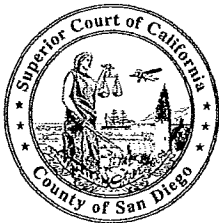
You should be aware that the electronic copy of the filed document(s) will be the official court record pursuant to Government Code section 68150. The paper filing will be imaged and held for 30 days. After that time it will be destroyed and recycled. **Thus, you should not attach any original documents to pleadings filed with the San Diego Superior Court. Original documents filed with the court will be imaged and destroyed except those documents specified in California Rules of Court, rule 3.1806.** Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant or petitioner to serve a copy of this notice with the complaint, cross-complaint or petition on all parties in the action.

On all pleadings filed after the initial case originating filing, all parties must, to the extent it is feasible to do so, place the words **"IMAGED FILE"** in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.

**Please refer to the General Order - Imaging located on the San Diego Superior Court website at:**

<http://www.sdcourt.ca.gov/CivillmagingGeneralOrder>



## SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

### ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2015-00033720-CU-WM-CTL CASE TITLE: Grossmont Union High School District vs Julian Union School District [IMAGED]

**NOTICE:** All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

#### **Potential Advantages and Disadvantages of ADR**

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

##### **Potential Advantages**

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

##### **Potential Disadvantages**

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

#### **Most Common Types of ADR**

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

**Mediation:** A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

**Settlement Conference:** A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

**Arbitration:** A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

**Other ADR Processes:** There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

### **Local ADR Programs for Civil Cases**

**Mediation:** The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

**On-line mediator search and selection:** Go to the court's ADR webpage at [www.sdcourt.ca.gov/adr](http://www.sdcourt.ca.gov/adr) and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

**Settlement Conference:** The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

**Arbitration:** The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

**More information about court-connected ADR:** Visit the court's ADR webpage at [www.sdcourt.ca.gov/adr](http://www.sdcourt.ca.gov/adr) or contact the court's Mediation/Arbitration Office at (619) 450-7300.

**Dispute Resolution Programs Act (DRPA) funded ADR Programs:** The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at [www.ncrconline.com](http://www.ncrconline.com) or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at [www.nclifeline.org](http://www.nclifeline.org) or (760) 726-4900.

**Private ADR:** To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

### **Legal Representation and Advice**

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at [www.courtinfo.ca.gov/selfhelp/lowcost](http://www.courtinfo.ca.gov/selfhelp/lowcost).

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b> STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central	<b>FOR COURT USE ONLY</b>
PLAINTIFF(S): GROSSMONT UNION HIGH SCHOOL DISTRICT	
DEFENDANT(S): JULIAN UNION SCHOOL DISTRICT et.al.	
SHORT TITLE: GROSSMONT UNION HIGH SCHOOL DISTRICT VS JULIAN UNION SCHOOL DISTRICT [IMAGED]	
<b>STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)</b>	CASE NUMBER: 37-2015-00033720-CU-WM-CTL

Judge: Joan M. Lewis

Department: C-65

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- |   |  |
|---|--|
| <input type="checkbox"/> Mediation (court-connected)  | <input type="checkbox"/> Non-binding private arbitration   |
| <input type="checkbox"/> Mediation (private)  | <input type="checkbox"/> Binding private arbitration   |
| <input type="checkbox"/> Voluntary settlement conference (private)                            | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 15 days before trial) |
| <input type="checkbox"/> Neutral evaluation (private)   | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 30 days before trial) |
| <input type="checkbox"/> Other (specify e.g., private mini-trial, private judge, etc.): _____ |  |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) \_\_\_\_\_

Alternate neutral (for court Civil Mediation Program and arbitration only): \_\_\_\_\_

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

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

\_\_\_\_\_  
Name of Plaintiff

\_\_\_\_\_  
Name of Defendant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Plaintiff's Attorney

\_\_\_\_\_  
Name of Defendant's Attorney

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

**IT IS SO ORDERED.**

Dated: 10/07/2015

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT