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OF ORIGINAL FILED
Los Angeles Superior Court

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By *[Signature]* Deputy
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10 Attorneys for Petitioner and Plaintiff
11 New West Charter Middle School

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF LOS ANGELES

14 CENTRAL DISTRICT

BS 126609
~~BS 126614~~

15 NEW WEST CHARTER MIDDLE SCHOOL,
16 A public charter school,

17 Petitioner,

18 v.

19 LOS ANGELES UNIFIED SCHOOL DISTRICT;
20 BOARD OF EDUCATION OF THE LOS
21 ANGELES UNIFIED SCHOOL DISTRICT; and
22 RAMON C. CORTINES, in his capacity as
23 Superintendent of Schools,

24 Respondents.

Case No.:

**VERIFIED PETITION FOR WRIT OF
MANDATE**

[PART 1 OF 2]

(Code Civ. Proc. §1085)

1 PETITIONER NEW WEST CHARTER MIDDLE SCHOOL (“New West” or “Charter
2 School” or “Petitioner”) brings this action seeking a peremptory writ of mandate on behalf of
3 itself and its more than 564 current and prospective students who applied for admission to New
4 West for fall 2010, to compel the Los Angeles Unified School District (“LAUSD” or “District”)
5 to provide reasonably equivalent contiguous school facilities to charter school students in
6 accordance with Proposition 39 and to immediately cease and desist from all activities that are
7 contrary to the express provisions of law.

8 LAUSD¹ has a long track record of failing its public school students who attend charter
9 schools by refusing to follow the law that requires LAUSD facilities to be allocated fairly for the
10 benefit of *all* public school students, including those attending charter schools. To remedy this
11 immediate and grievous harm, Petitioner seeks an a peremptory writ of mandate to (1) compel
12 LAUSD to comply with the law immediately; (2) to provide reasonably equivalent, contiguous
13 facilities compliant with Proposition 39 and the implementing regulations; and for any resulting
14 damages caused by LAUSD’s failure to comply with Proposition 39 and the implementing
15 regulations. By this Verified Petition, Petitioner alleges:

16 INTRODUCTION

17 1. Proposition 39, a statutory initiative, also known as the “Smaller Classes, Safer
18 Schools and Financial Accountability Act,” requires school districts like LAUSD to provide
19 public charter schools and the students who opt to attend those public charter schools with
20 “reasonably equivalent” facilities to those they would have if they attended district-run schools.
21 LAUSD’s failure to provide such facilities to New West poses immediate harm to the 564
22 students within LAUSD entitled to Proposition 39 facilities.

23 2. The relevant portions of Proposition 39, as codified in the Education Code are as
24 follows:

25 47614. (a) The intent of the people in amending Section 47614 is that public
26 school facilities should be shared fairly among *all* public school pupils, *including*
27 *those in charter schools.*

(b) Each school district *shall make available, to each charter school*
operating in the school district, facilities sufficient for the charter school to

28 ¹ “LAUSD” as used herein refers cumulatively to Respondents the Los Angeles Unified School District, the Board
of Education of the Los Angeles Unified School District, and Superintendent of Schools Ramon C. Cortines.

1 accommodate all of the charter school's in-district students in conditions
2 reasonably equivalent to those in which the students would be accommodated if
3 they were attending other public schools of the district. Facilities provided shall
4 be contiguous, furnished, and equipped, and shall remain the property of the
5 school district. The school district shall make reasonable efforts to provide the
6 charter school with facilities near to where the charter school wishes to locate, and
7 shall not move the charter school unnecessarily.

8 (Ed. Code § 47614 (italics added for emphasis).)

9 3. New West followed all appropriate procedures and met all requirements as
10 specified under the law to request reasonably equivalent facilities for its charter school for the
11 2010-2011 school year. LAUSD failed to comply with its obligations under Proposition 39 and
12 issued a legally defective offer of facilities.

13 4. LAUSD's treatment of New West and its disdain for its legal obligations to
14 charter schools under Proposition 39 is well-documented. For the 2008-2009 school year, New
15 West followed all appropriate procedures and met all requirements as specified under the law to
16 request reasonably equivalent facilities for its charter school. LAUSD failed to comply with its
17 obligations under Proposition 39 and issued a legally defective offer of facilities. New West
18 brought a successful writ of mandate petition, and obtained a damages award and sanctions
19 award against LAUSD. (Los Angeles County Superior Court Case No. BS 115979.) Then,
20 LAUSD deliberately refused to comply with that Court's writ of mandate. The Court ruled that
21 LAUSD "*has not complied with its legal obligations ... paid only lip service to its legal*
22 *obligations, and has effectively refused to comply with the writ. LAUSD had an obligation to*
23 *identify and provide reasonably equivalent facilities in reasonably proximity to the area where*
24 *New West wished to locate. LAUSD did not perform this task."* The Court fined LAUSD "*due*
25 *to its deliberate failure to comply with the writ."* LAUSD's blatant failure to comply with
26 Proposition 39 for the upcoming 2010-2011 school year reveals its continuing disdain for its legal
27 obligations to charter schools and is in retaliation for New West's enforcement of Proposition 39
28 for the 2008-2009 school year, and the 2009-2010 school year. Attached hereto as Exhibits 1 and
2 are the trial court's rulings against LAUSD, making the factual findings of noncompliance with
Proposition 39.

5. With an undisputed (and legally undisputable) projected enrollment of 564
students, New West is entitled to no less than 24 teaching stations (i.e., classrooms) at a location

1 where, or near to where it wishes to be located. LAUSD's "offer" to New West included only
2 seven teaching stations, and at a location more than 8 miles away. LAUSD's proposal on its face
3 admits that it is insufficient—LAUSD called it a "partial offer". LAUSD's "offer" would force
4 New West to cram more than 80 middle school-aged children into each of the seven classrooms.

5 6. LAUSD's conduct is unlawful. It presents an untenable breach of its entrusted
6 public responsibility as a trustee of state school facilities to deliver educational services,
7 including facilities to all public school children of the District. LAUSD has the facilities and the
8 funds to implement Proposition 39 properly – LAUSD has raised billions of dollars through
9 property tax assessments, parcel taxes, and bonds, \$120 million of which were specifically
10 earmarked for charter school facilities. LAUSD has an unequivocal legal obligation to house all
11 public school children (charter and non-charter) equitably. LAUSD continues to fail to meet its
12 obligations under Proposition 39 to New West and its students.

13 THE PARTIES

14 7. Petitioner New West is a California public charter school approved by the State
15 Board of Education, and operated as a California non-profit corporation in accordance with
16 Education Code section 47604. New West is a highly successful public charter middle school
17 located in West Los Angeles. New West currently provides a 6th through 8th grade education to
18 hundreds of LAUSD resident students, and has the legal right and capacity to enroll 600 students
19 under its charter if it had space in which to educate them. New West and its projected enrollment
20 of 564 students for Fall 2010, have been greatly harmed and are continuing to be greatly harmed
21 by LAUSD's long-standing and continuing failure to comply with Proposition 39. In addition to
22 seeking relief on its own behalf, New West is suing in a representative capacity on behalf of the
23 students and their parents comprising is current and projected enrollment for the coming school
24 year.

25 8. Respondent Los Angeles Unified School District is a public school district duly
26 organized and existing under the laws of the State of California.

27 9. Respondent the Board of Education of the Los Angeles Unified School District is
28 the LAUSD's elected governing body with authority to govern the District and to ensure that the

1 District complies with all laws, including Proposition 39.

2 10. Respondent Ramon C. Cortines is the Superintendent of Schools of the Los
3 Angeles Unified School District, and as such is its highest administrative officer and shares
4 responsibility with Respondent the Board of Education of the Los Angeles Unified School
5 District to ensure that the District complies with all laws, including Proposition 39.
6 Superintendent Cortines is sued here solely in his official capacity.

7 **JURISDICTION AND VENUE**

8 11. This Court has jurisdiction to issue writs of mandate pursuant to Code of Civil
9 Procedure section 1085. Petitioner asks the Court to compel LAUSD to act in a manner
10 consistent with Proposition 39 (codified at Education Code section 47614) and the State Board of
11 Education Proposition 39 implementing regulations (5 Cal. Code Reg. 11969.1-11969.11)
12 (referred to herein as the "Implementing Regulations"). Without Court intervention, LAUSD's
13 failure to comply with Proposition 39 and the Implementing Regulations will adversely affect
14 New West's ability to operate its charter school and will directly impact its students who are
15 deprived of the facilities granted to them under the law.

16 12. This action is properly filed in the Superior Court of California, County of Los
17 Angeles, Central Judicial District, as Los Angeles is the principal place of business for
18 Respondent LAUSD and the principal place of all events at issue.

19 **GENERAL ALLEGATIONS**

20 **Charter Schools Play an Important Role in the Education of California's Children**

21 13. Public charter schools are an increasingly popular and successful option for
22 parents of public school students. Charter schools are public schools, and they are given the
23 autonomy to tailor their educational and operational approaches to meet the needs of their
24 students and community. In exchange for this flexibility, charter schools are held accountable for
25 producing results. This model that fosters creativity and educational innovation has been
26 extremely successful for the majority of Los Angeles charter school students who mostly come
27 from economically disadvantaged and underserved communities.

28 14. The charter schools' approach to education has been objectively shown as highly

1 successful. The Academic Performance Index (API), which is used by the State of California to
2 evaluate a school's overall academic performance, reveals that charter schools in LAUSD are
3 outperforming traditional public schools at the middle and high school levels. At the middle
4 school level, LAUSD schools had an API of 634, far below the charter schools' median API of
5 729. New West's recent API score of 887 is more than 250 points higher than LAUSD's median
6 scores. Indeed, last year New West was ranked in the top ten percent of similar middle schools in
7 the state, and was among the highest-performing middle schools in the district. The State of
8 California awards the state's most exemplary and inspiring public schools. Schools selected for
9 Distinguished School Awards are strong, well-rounded community schools. New West is a
10 recognized California Distinguished School. New West serves a diverse student population.

11 15. Given this success, many parents have endeavored to place their children in the
12 severely seat-limited charter schools. New West currently has a waiting list of hundreds of
13 students for next school year.

14 **LAUSD Has A Statutory Obligation To Share Facilities Equitably With New West**

15 16. Recognizing the value of charter schools, California voters passed Proposition 39,
16 codified at Education Code section 47614, which provides that "[s]tudents in public charter
17 schools should be entitled to reasonable access to a safe and secure learning environment," and
18 that public school facilities "should be shared fairly among all public school pupils, including
19 those in charter schools." (Ed. Code, § 47614(a).)

20 17. Proposition 39 further mandates that "each school district *shall* make
21 available... facilities sufficient for the charter school to accommodate all of the charter school's
22 in-district students in conditions reasonably equivalent to those in which the students would be
23 accommodated if they were attending public schools of the district." (Ed. Code, § 47614(b)
24 (emphasis added).) With the passage of Proposition 39, California's voters explicitly and
25 formally acknowledged that students attending charter schools are public school students, and
26 that public school facilities, while operated by school districts, are paid for by state and local
27 taxpayers for the benefit and service of *all* of California's public school students. As such,
28 district-operated facilities "shall" be shared among all public school students, including those

1 who attend charter schools.

2 18. The State Board of Education adopted amended Implementing Regulations which
3 became operative on March 31, 2008. *See* 5 Cal. Code Regs. §§ 11969.1, *et seq.* These
4 regulations specify procedures and timelines for Proposition 39 facilities requests from charter
5 schools. New West fully complied with all applicable procedures.

6 19. On or about October 30, 2009, New West properly submitted a Proposition 39
7 request for facilities to LAUSD to house approximately 564 middle school students for the 2010-
8 2011 school year (a true and correct copy of this request is attached to the Petition as Exhibit 3,
9 and is fully incorporated herein).

10 **LAUSD Fully Accepted New West's Projection of 564 Students Without Objection**

11 20. The Implementing Regulations require that if a school district disputes a charter
12 school's enrollment projections, it must "express any objections in writing and state the
13 projections the district considers reasonable" no later than December 1, 2009. If the school
14 district fails to do so, "the charter school's projections are no longer subject to challenge, and the
15 school district shall base its offer of facilities on those projections." (5 Cal. Code Regs.
16 §11969.9(d).)

17 21. LAUSD accepted New West's projections, which are therefore no longer subject
18 to any dispute: 564 students.

19 **LAUSD's Proposal Did Not Comply With Proposition 39, And Attempted To**
20 **Unilaterally Impose A Onerous And Unlawful "Facilities Use Agreement"**

21 22. LAUSD issued a preliminary proposal (dated February 1, 2010) for District
22 facilities which violated numerous provisions of Proposition 39 and the implementing
23 regulations. A true and correct copy of that proposal is attached hereto as Exhibit 4, and is fully
24 incorporated herein.

25 23. On February 26, 2010, pursuant to the Implementing Regulations New West
26 responded to the LAUSD's preliminary proposal. A true and correct copy of that response is
27 attached hereto as Exhibit 5, and is fully incorporated herein.

28 24. LAUSD issued its purported "final" proposal on April 1, 2010. A true and correct

1 copy of that proposal is attached hereto as Exhibit 6, and is fully incorporated herein.

2 25. On April 29, 2010 New West sent a letter to the District explaining the legal
3 deficiencies of the District's "final" proposal. A true and correct copy of that letter is attached
4 hereto as Exhibit 7, and is fully incorporated herein. The District's lack of compliance with the
5 law made it impossible for New West to meet the needs of its educational program thereby
6 forcing New West to reject the offer.

7 26. Just a few of the reasons LAUSD's "final" proposal violated the requirements of
8 Proposition 39 include:

- 9
10 • LAUSD's "offer" proposes to house an undisputed 564 students in just seven
11 classrooms. Based upon the comparable LAUSD schools New West students would
12 otherwise attend, New West is indisputably entitled to at least 24 contiguous
13 classrooms. New West provided voluminous documentation to support its projection
14 of 564 and its lengthy waiting list, and the LAUSD fully accepted those projections.
15 The LAUSD's offer failed to allocate sufficient and reasonably equivalent specialized
16 classroom space to New West. Specialized classroom space is not just science labs
17 and computer labs. It is any teaching space that is not a traditional teaching station,
18 including music and art rooms, computer labs, science labs, and resource rooms.
- 19 • The District's offer failed to allocate sufficient and reasonably equivalent non-
20 teaching station space to New West.
- 21 • Pursuant to 5 CCR Section 11969.3(c), the District was required to determine whether
22 the allocated facility is reasonably equivalent to the District's comparison schools.
23 The District did not perform this analysis.
- 24 • The District's offer failed to allocate sufficient and reasonably equivalent non-
25 teaching station space to New West. Yet students at the comparison schools enjoy
26 libraries, gymnasiums, outdoor recreational space, including blacktop basketball
27 courts, locker rooms, kitchens, cafeterias/multipurpose rooms, administrative offices,
28 teacher workrooms, psychologist and counselor offices, conference rooms, supply
storage areas, and special education offices. Without any assurance that Charter
School students will receive a reasonable allocation of all of these facilities, the
District's offer violates 5 CCR Section 11969.3(b)(2) and Section 11969.9(h).
- The LAUSD made no effort to locate New West anywhere near to where it wishes to
be located.
- The District's offer attempts to unlawfully impose an illegal use charge \$7.92 per
square foot. The LAUSD failed to properly calculate the pro rata share pursuant to 5
CCR Sections 11969.4 and 11969.7. The implementing regulations provides that
*ongoing operations and maintenance of facilities ("M&O") are the responsibility of
the Charter School* (5 CCR Section 11969.4(b)) and that any costs assumed by the
Charter School *cannot* be included in the pro rata share calculation. The LAUSD's
pro rata share and the draft facilities use agreement seek to mandate that the LAUSD
perform M&O services without the authorization or consent of New West. The only
permissible pro rata share charge is \$0.22 per square foot.

- 1 • The District also appears to have included utilities costs in its calculation. These
2 amounts should be separately metered and billed to the Charter School by the utilities.
It is impermissible to include these costs in the pro rata share calculation.
- 3 • The LAUSD unlawfully attempts to unilaterally impose a "Facilities Use Agreement".
4 Pursuant to 5 CCR Section 11969.9(k), "the school district and the charter school
5 shall *negotiate* an agreement regarding use of and payment for the space." While
6 New West explained several concerns with the draft use agreement, none of its
7 requested substantive changes were made, nor has LAUSD provided any opportunity
8 to negotiate the terms.

9 27. New West's students are suffering from LAUSD's continued refusal to comply
10 with the law. LAUSD's refusal to comply with the law has forced New West to enter the private
11 commercial market to secure educational facilities that the District is legally required to provide.
12 Not only are the private commercial facilities sub-par to LAUSD's educational facilities, they are
13 very expensive to procure and even more expense to build out to meet even the basic school
14 educational needs. New West has difficulty building facilities on its own because, unlike
15 LAUSD, it cannot directly raise money through property tax assessments, developer fees, parcel
16 taxes, or bond initiatives. As a result, New West, like all charter schools, must rely on operating
17 revenue from the state to lease and improve private facilities, which diverts and depletes funding
18 meant for the instruction of students within the classroom to cover the costs of facilities.

19 28. Charter schools without district-provided facilities are also in a difficult position
20 when forced to use facilities in the commercial real estate market. While LAUSD has the
21 authority to approve its own facility locations without the need to get local government
22 approvals, charter schools, when forced to operate solely under their own auspices, are forced to
23 go through the lengthy and expensive local land use process that is generally applicable to private
24 parties, but from which school districts' school sites are exempt.

25 29. Compounding this issue, charter schools in the commercial real estate market pay
26 exorbitant rent for facilities and substantial costs added for code-required tenant improvements.
27 For example, because of LAUSD's failure to comply with its Proposition 39 obligations, New
28 West will pay roughly \$270,000 in rent for a commercial facility this year, and has paid well over
\$750,000 in tenant improvements for its current non-District facility. Under Proposition 39, a
reasonably equivalent facility would have cost New West no more than \$10,000 annually with no
tenant improvement costs, thus allowing New West to put more than \$1 million back in the

1 classroom where it is needed most. The District's failure to timely provide a facility to New
2 West has forced New West to enter into an extension of its current lease at a cost of over \$1.5
3 million; and its current facility is insufficient to meet the demand for New West's highly-
4 successful educational program. New West's commercially-rented facilities lack many
5 traditional school amenities, including cafeterias, libraries, computer and science labs, wood and
6 metal shops, play fields, multipurpose rooms and gymnasium space that traditional public schools
7 enjoy.

8 30. In recent years, LAUSD has obtained access to billions of dollars of bond funds
9 from local bond measures K, R, and Y for the renovation, modernization, construction and
10 expansion of district facilities. Of that vast sum, some was earmarked as a minimum for LAUSD
11 to use to meet its obligations to provide facilities to charter schools, of which approximately \$80
12 million sits idle because LAUSD refuses to use available funds to provide facilities to charter
13 schools. These funds were not intended by the voters to be hoarded by LAUSD – these funds
14 were intended to help charter schools like New West, and to assist LAUSD to meet its
15 obligations under Proposition 39.

16 31. About 81 charter schools submitted proper and timely requests to LAUSD for
17 Proposition 39 facilities for the 2010-2011 school year. Those requests represent more than
18 20,000 in-district students. LAUSD utterly failed to provide any proposals at all to many of those
19 schools—about half. And of the handful of facility “offers” that LAUSD did make, the majority
20 did *not* comply with the requirements of Proposition 39. On information and belief, New West is
21 the only one of those schools that is not chartered by the LAUSD itself (New West is chartered
22 by the State Board of Education). Because of an onerous dispute resolution clause imposed and
23 mandated by LAUSD for the other schools, all of them are prevented by the District from
24 securing any judicial relief for the violations.

25 32. LAUSD appears to incorrectly believe that it can just say “no” to a charter
26 school's request for facilities under Proposition 39, and that LAUSD possesses unchecked power
27 to determine when, how, and under what circumstances LAUSD will make facilities available to
28 charter schools ... as if there is no statutory, regulatory, and judicial authority to the contrary.

1 But Proposition 39 *requires* LAUSD to provide charter schools with reasonably equivalent public
2 facilities. The State Board of Education Final Statement of Reasons, in developing the
3 Implementing Regulations, makes clear that a district must take some affirmative action to create
4 facilities capacity even if there is no excess space available in its current configuration, and the
5 case law recognizes that some disruption of students and staff may be necessary to accomplish
6 the legal obligations of Proposition 39.

7 33. It is impossible for LAUSD to reconcile its deliberate evasion of its duties with the
8 legal mandate “that public school facilities should be shared fairly among all public school
9 pupils, including those in charter schools” (Ed. Code, § 47614(a)), and that “[e]ach school district
10 shall make available, to each charter school operating in the school district, facilities sufficient
11 for the charter school to accommodate all of the charter school’s in-district students in conditions
12 reasonably equivalent to those in which the students would be accommodated if they were
13 attending other public schools of the district.” (*Id.* at (b).) In the end, LAUSD’s policies and
14 practices show a deeply-rooted institutional bias that conflicts with Proposition 39’s mandate.

15 **FIRST CAUSE OF ACTION**

16 **(Writ Of Mandate—Code Civ. Proc. §1085)**

17 34. Petitioner re-alleges and incorporates by reference each and every allegation
18 contained in paragraphs 1 through 33, inclusive.

19 35. Code of Civil Procedure section 1085, subdivision (a), authorizes a court to issue a
20 writ to any inferior tribunal, corporation, board, or person “to compel the performance of an act
21 which the law specially enjoins, as a duty resulting from an office, trust, or station, or to compel
22 the admission of a party to the use and enjoyment of a right ... to which the party is entitled”,
23 where “the petitioner has no plain, speedy and adequate alternative remedy, the respondent has a
24 clear, present and usually ministerial duty to perform, and the petitioner has a clear, present and
25 beneficial right to performance.”

26 36. At all relevant times, LAUSD had a mandatory, non-discretionary, and ministerial
27 duty under Education Code section 47614(b) to provide New West with facilities “reasonably
28 equivalent” to those of other public schools in LAUSD, and New West had a right to those

1 facilities. (Ed. Code § 47614(b).)

2 37. In breaching its mandatory duty to provide New West charter school students with
3 reasonably equivalent facilities available to students attending district-run public schools,
4 LAUSD ignored its statutory obligation under Education Code section 47614(b).

5 38. Unless and until LAUSD is compelled to follow the law, New West's current and
6 prospective students will be deprived of their statutory and regulatory rights, because New West
7 will be forced to conduct its educational program in confined, substandard facilities that are too
8 small to accommodate its current and prospective District students who would otherwise choose
9 to attend New West, which will be forced to operate in facilities that are *not* reasonably
10 equivalent to those provided to district-run schools, and will be obligated to do so *at substantial*
11 *additional expense* in commercially-rented space. Further, absent an order enforcing these
12 critical requirements for public school facilities allocation, New West and the general public will
13 be deprived of critical statutory rights.

14 39. Petitioner has performed any and all conditions precedent to filing this action and
15 has exhausted any and all available administrative remedies.

16 40. Petitioner lacks a plain, speedy, and adequate remedy at law, except by way of
17 peremptory writ of mandate pursuant to Code of Civil Procedure section 1085.

18 41. Without relief from this Court, Petitioner is being, and will continue to be,
19 irreparably harmed by LAUSD's failure to perform its legal duties. LAUSD's actions and
20 failures to act will continue to harm New West's charter school students by forcing them into
21 small, costly, and not reasonably equivalent facilities that lack the necessary space to operate a
22 middle school educational program.

23 42. The court must issue a writ of mandate compelling LAUSD to fully comply with
24 Proposition 39, including performing a full comparison schools analysis, identifying and
25 allocating reasonably equivalent classroom, specialized and non-classroom space for 564 middle
26 school students in contiguous facilities located near where the charter school wishes to locate,
27 properly calculating any pro rata share charge consistent with the Implementing Regulations (i.e.
28 \$0.22 per square foot of exclusive space).

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PRAYER FOR RELIEF

WHEREFORE, Petitioner prays for judgment on this Petition as follows:

1. That this Court issue a peremptory writ of mandate commanding LAUSD, and all those acting in concert with it:

(a) to provide a school facilities offer to New West for the 2010-2011 school year in full compliance with the law, and provide such corrective and supplemental assistance as will enable New West to utilize such space for the start of the school year; and

(b) to refrain from taking any action that will prevent or impair the District's ability to provide facilities to New West as required by Proposition 39 and the implementing regulations; and

(c) to hereafter comply fully with Proposition 39 and the Implementing Regulations as to New West.

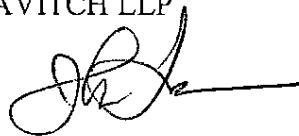
2. For the Court to exercise continuing jurisdiction over this action to ensure that LAUSD complies with the writ of mandate of this Court;

3. For the recovery in full of Petitioner's costs and attorneys' fees incurred in this action under Code of Civil Procedure section 1021.5; and

4. Such other relief as the Court may find appropriate.

DATED: June 3, 2010

PROCOPIO, CORY, HARGREAVES &
SAVITCH LLP



By: _____

John C. Lemmo
Attorneys for Petitioner
New West Charter Middle School

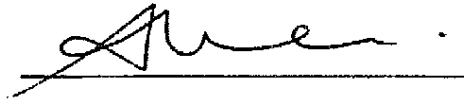
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VERIFICATION

I, Sharon Weir, am the Principal of New West Charter Middle School, a party to this action, and I am authorized to make this verification for and on its behalf, and I make this verification for that reason. I have read the foregoing Verified Petition for Writ of Mandate and know its contents. Based upon personal knowledge or information and belief, I allege that the matters stated therein are true.

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

Executed this 3rd day of June, 2010 at Los Angeles, California.



Sharon Weir