

(ENDORSED)  
**FILED**

MAR 23 2012

DAVID H. YAMASAKI  
Chief Executive Officer/Clerk  
Superior Court of CA County of Santa Clara  
BY NAOMI NATAU DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SANTA CLARA

BULLIS CHARTER SCHOOL,

Petitioner,

v.

LOS ALTOS SCHOOL DISTRICT; BOARD OF  
TRUSTEES OF THE LOS ALTOS SCHOOL  
DISTRICT; and TIM JUSTUS, in his capacity as  
District Superintendent,

Respondents.

CASE NO. 109CV144569

**JUDGMENT AND ORDER  
GRANTING WRIT OF  
MANDATE AND  
DECLARATORY RELIEF**

Judge: Hon. Patricia M. Lucas  
Dept: 2

Petition Filed: June 10, 2009

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2 On June 10, 2009, Bullis Charter School filed a Petition for a Writ of Mandate and  
3 Complaint for Declaratory Relief against Defendants Los Altos School District, Board of Trustees  
4 of the Los Altos School District, and Superintendent Tim Justus (collectively, the District). On  
5 November 24, 2009, after briefing and a hearing, this Court (Hon. James P. Kleinberg) entered a  
6 judgment against Bullis and in favor of the District. On October 27, 2011, the Court of Appeal,  
7 Sixth Appellate District, reversed the 2009 judgment. (*Bullis Charter School v. Los Altos School*  
8 *District* (2011) 200 Cal.App.4th 1022.) The District then filed a Petition for Review and  
9 separately requested depublication of the Court of Appeal decision. On January 18, 2012, the  
10 California Supreme Court denied the Petition for Review and request for depublication.

11 In conformance with the Court of Appeal's opinion, judgment in favor of Bullis and  
12 against the District shall be entered as follows:

13 1. A peremptory writ of mandate shall issue compelling the District (including its  
14 officers, agents, and employees) to fulfill its duties and obligations to Bullis as required by  
15 section 47614 of the Education Code and by the Court of Appeal's opinion, as follows:

16 2. The District shall provide Bullis with facilities that are reasonably equivalent to  
17 the sites enjoyed by comparison schools.

18 3. In evaluating the facilities and conditions provided for students at other public  
19 schools of the District (comparison schools) for purposes of determining reasonably equivalent  
20 facilities for Bullis, the District shall consider total site size and account for (and allocate  
21 reasonably equivalent building and outdoor space to Bullis for) *all* building and outdoor space on  
22 any and all comparison school sites (regardless of whether or how it is utilized).

23 4. The District shall, in its reasonable equivalency analysis, disclose and utilize the  
24 actual size of building and outdoor space at comparison schools, and shall forthwith end its  
25 practice of using "standard" room sizes to represent the size of facilities at comparison schools.

26 5. The District shall instruct its architect to measure all outdoor space (not just  
27 "K play area," "non-K blacktop," and "turf area") at comparison schools.

28 6. The District shall provide an accurate measurement of the amount of building and  
outdoor space offered to Bullis, based on the correct configuration of that campus and a proration



1  
2 of shared use space, proportionate to time allocation and use restrictions the District imposes on  
3 that space.

4 7. The District shall forthwith end the practice of considering the square footage of  
5 the Bullis multi-purpose room, which was paid for and installed by Bullis, as partially satisfying  
6 the District's Proposition 39 obligation.

7 8. The District shall offer Bullis facilities (such as a childcare facility and  
8 amphitheatre) reasonably equivalent to those at comparison schools.

9 9. The District shall specify in its facilities offers the sharing arrangements for any  
10 shared use space offered, and shall forthwith end its practice of charging Bullis a pro rata fee for  
11 shared space without regard to sharing arrangements restricting Bullis' use of such space.

12 In conformance with the portions of the trial court's judgment that were not raised on  
13 appeal, Bullis' petition for writ of mandate is denied as follows:

14 1. The District's failure to provide seventh-grade facilities in the 2009-2010 school  
15 year did not violate Proposition 39;

16 2. The District did not violate Proposition 39 by charging Bullis a pro rata fee for the  
17 District space occupied by the Bullis-built and owned multi-purpose room;

18 3. The District did not violate Proposition 39 by conditioning its facilities offer on  
19 the parties negotiating a facilities agreement pursuant to Regs. § 11969.9, subd. (k); and

20 4. The District's 2009-2010 comparison group selection method did not violate  
21 Proposition 39.

22 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Bullis' request for  
23 declaratory relief is GRANTED as follows:

24 1. The District violated Proposition 39 and its regulations by (a) housing Bullis in-  
25 District students on a temporary campus with significantly less per-in-District student space than  
26 at comparison group schools; (b) failing to account for all building and outdoor space, regardless  
27 of whether or how they are used, at any or all comparison group schools in determining  
28 reasonably equivalent facilities for Bullis; (c) failing to provide Bullis with comparable non-  
teaching station space (such as parking, walkways, gardens, and other outdoor space) that is not

specifically enumerated in the regulations; (d) failing to provide Bullis with comparable specialized teaching station space; and (e) overstating the size of Bullis' facilities, including its failure to prorate shared use space based on the percentage of time Bullis has access to such space, and its inclusion of Bullis-owned space as facilities "offered" by the District;

2. The temporary camp site referenced in the Court of Appeal's opinion is not reasonably equivalent to the District's own comparison schools;

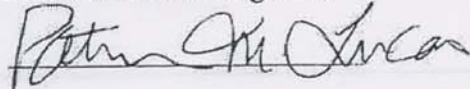
3. Bullis' request for declaratory relief is denied with respect to the District's failure to provide seventh-grade facilities in 2009-2010, the District's pro rata fee for District space occupied by Bullis' multi-purpose room, the District's conditional facilities offer based on the parties negotiating a facilities agreement, and the District's 2009-2010 comparison group selection method.

4. Pursuant to Code of Civil Procedure section 1097, the Court has continuing jurisdiction to make any orders necessary and proper for the complete enforcement of the writ;

5. Bullis is awarded its costs of suit; and

6. The Clerk shall issue a writ in conformance with this Judgment.

Dated: March 21, 2012



Hon. Patricia M. Lucas

Judge of the Superior Court