

1 Leecia Welch (SBN 208741)  
Erin Liotta (SBN 278949)  
2 Stephanie Krol (SBN 298912)  
3 NATIONAL CENTER FOR YOUTH LAW  
4 405 14th Street, 15th Floor  
Oakland, CA 94612-2701  
Telephone: (510) 835-8098  
5 Facsimile: (510) 835-8099  
6 E-mail: lwelch@youthlaw.org  
eliotta@youthlaw.org  
7 skrol@youthlaw.org

8 Attorneys for Petitioner/Plaintiff  
9 BRENT ZACHARY SANCHEZ

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF TRINITY

12  
13 BRENT ZACHARY SANCHEZ,  
14 Petitioner/Plaintiff,

15 vs.

16 NORTHERN SECTION CALIFORNIA  
17 INTERSCHOLASTIC FEDERATION,  
18 CALIFORNIA INTERSCHOLASTIC  
FEDERATION,

19 Respondents/Defendants.  
20

**FILED**

FEB - 2 2015 *m*

CLERK OF THE SUPERIOR COURT  
COUNTY OF TRINITY  
BY: MICHELE HUBBARD, DEPUTY CLERK

Case No.:

**VERIFIED PETITION FOR WRIT OF  
MANDATE (CAL. CODE OF CIV.  
PROC. §1085) AND COMPLAINT FOR  
DECLARATORY AND INJUNCTIVE  
RELIEF**

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## INTRODUCTION

1. Petitioner/Plaintiff BRENT ZACHARY SANCHEZ ("Petitioner") requests a writ of mandate and injunctive relief requiring Respondents/Defendants NORTHERN SECTION CALIFORNIA INTERSCHOLASTIC FEDERATION ("NSCIF") and CALIFORNIA INTERSCHOLASTIC FEDERATION ("CIF") (collectively "CIF Respondents") to comply with state and federal mandates to ensure that homeless youths are afforded equal opportunities to participate in interscholastic athletics. Petitioner also seeks a declaratory judgment holding that Respondents have failed to comply with federal and state law.

2. Brent Zachary Sanchez, who goes by "Zach," is an African-American homeless youth whom CIF Respondents are denying the opportunity to play interscholastic sports in violation of state and federal law. Zach has endured the loss of his mother to cancer; he has been abused and abandoned by his father; and he has moved more than ten times and attended nine schools since age 12. Despite tremendous odds, Zach is thriving at his new school and has maintained the grades to play sports during his senior year. But, CIF Respondents have placed barrier after barrier in Zach's way. CIF Respondents have delayed approval of Zach's paperwork for more than three months; they have made countless demands for additional, sensitive information; they have endlessly debated Zach's situation in closed sessions; and they have failed to follow their own Bylaws to Zach's detriment. To date, NSCIF has yet to reach a decision on Zach's eligibility. To make matters worse, NSCIF has essentially put Zach on trial for being homeless and scrutinized his life and school records in ways that would not happen to a youth residing with his family. CIF Respondents' actions have violated Zach's rights under federal and state law, and their Bylaws will continue to violate the rights of other homeless youths without this Court's intervention.

## PARTIES

25 3. Petitioner BRENT ZACHARY SANCHEZ is an individual and resident of  
26 Weaverville in Trinity County, California.

27 4. Respondent NORTHERN SECTION, CALIFORNIA INTERSCHOLASTIC  
28 FEDERATION is a section of the CIF, representing six high schools, including Trinity High

1 School. The Section Commissioner is Elizabeth Kyle. Her office is located at 2241 St. George  
2 Lane, Suite 2, Chico, CA 95926. Trinity Alps Unified School District Superintendent Tom  
3 Barnett is Past President of NSCIF and is thus a current member of the NSCIF Executive  
4 Committee. His office is located at 321 Victory Lane, Weaverville, CA 96093.

5 5. Respondent CALIFORNIA INTERSCHOLASTIC FEDERATION is an  
6 organization with responsibility for administering interscholastic athletics in all California  
7 secondary schools. Cal. Educ. Code § 33353. The State CIF Office is located at 4658 Duckhorn  
8 Drive, Sacramento, CA 95834.

### 9 JURISDICTION AND VENUE

10 6. This Court has jurisdiction over this matter pursuant to California Code of Civil  
11 Procedure section 1085.

12 7. Venue in Trinity County is proper under California Code of Civil Procedure section  
13 393(b).

### 14 FACTUAL BACKGROUND

15 8. Zach moved to Weaverville, California in June 2014 after experiencing several  
16 years of homelessness. Zach's mother died of cancer when he was only 12 years old and he was  
17 sent to Redding to live with his father, with whom he had never lived before. His father was  
18 physically and emotionally abusive to Zach, and years of instability and eventually homelessness  
19 ensued. From seventh grade on, Zach intermittently lived with his father, his father's friend, his  
20 mother's friend, his sisters, and several other acquaintances. Zach's father made it clear to Zach  
21 that he was not equipped to raise him and Zach felt that he no longer had a home with his father by  
22 the time he was a sophomore in high school.

23 9. Without a consistent caregiver following his mother's death, Zach attended school  
24 erratically and his grades were near failing. While living in Redding, Zach needed to repeat eighth  
25 grade, attended nine schools between 2007 and 2014, and even had two semesters when he did not  
26 enroll at all (11th grade fall and 12th grade spring). Due to this instability, Zach was only able to  
27 play interscholastic sports during 9th grade and part of 10th grade. By the end of what should  
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1 have been his senior year of high school, Zach still lacked roughly half of the credits required for  
2 graduation.

3 10. During the spring of 2014, Zach decided to leave Redding. Realizing that many of  
4 his friends were starting to get into trouble with the law, Zach wanted a fresh start so that he could  
5 focus on getting his high school diploma. Zach talked with a friend from church, with whom he  
6 had also played on a traveling basketball team (a non-CIF-affiliated team), about staying with the  
7 friend's family in Weaverville on a temporary basis. Zach came to Weaverville with only a bag  
8 filled with all of his possessions. After Zach settled into his new community, he was invited to  
9 live with the Tolman family, who lived alone in a large home after their grown children had  
10 moved away.

11 11. Zach went to enroll at Trinity High School (hereinafter "Trinity") in Weaverville  
12 on June 26, 2014. During this meeting, Principal Christine Camara determined that Zach met the  
13 definition of "homeless" pursuant to 42 U.S.C. § 11302, and was therefore entitled to immediate  
14 enrollment.

15 12. After enrollment, Zach was offered an opportunity to attend a basketball camp at  
16 the University of Oregon along with his friend. Since almost all the boys his age in Weaverville  
17 would be at this camp, Zach was glad not to be left behind. At this camp, Zach attracted the  
18 attention of some local Oregon college scouts who potentially wanted to offer Zach a scholarship  
19 to attend their schools.

20 13. Zach is an athletic young man who enjoys playing a variety of sports. He has  
21 played football, basketball, track, and baseball. When he moved to Weaverville, Zach had not  
22 played interscholastic sports for several years, and he did not assume he would be able to play at  
23 Trinity. It was not until after school began on August 19, 2014, that Zach began to ask if he could  
24 play sports at Trinity. Hoping to sign up for the football team, Zach spoke to Trinity's Athletic  
25 Administrator Mandy Leahy, about how to play sports at the school. Ms. Leahy said that as a  
26 fifth-year transfer student, he would need to complete paperwork and have it approved by the  
27 NSCIF.

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1           14. Pursuant to NSCIF bylaws, Zach worked with Principal Camara and Ms. Leahy to  
2 complete his application and hardship waiver. NSCIF Bylaw 204.1 requires that a student's  
3 request to waive the eight-semester limitation must be written by the school principal to the  
4 president of the school's local NSCIF league, which for Trinity is the Shasta Cascade League  
5 (hereinafter "the League"). The league then decides whether to grant the waiver, and the  
6 documentation is sent to the NSCIF Commissioner for final approval.

7           15. Zach's initial application for eligibility was received by the NSCIF and the League  
8 President on or around October 14, 2014. The application was submitted in October so that  
9 Zach's 6-week grades could be included in the application to prove that he was academically  
10 eligible to play sports. Zach's GPA was well above the required 2.0 needed for academic  
11 eligibility. In addition, the application included a hardship waiver that described the challenges  
12 Zach faced after his mother died, his subsequent homelessness, and his educational instability.  
13 The initial application was 15 pages long, including a lengthy timeline detailing Zach's  
14 homelessness and his instability. The application also included a statement from one of his  
15 caretakers detailing the emotional toll that Zach's mother's death took on Zach. Zach's hardship  
16 waiver fully satisfied the requirements of Bylaws 204.C(2)(b) and 213, as set forth below.

17           16. Zach's application was presented to the League at their fall meeting on November  
18 10, 2014. During this meeting, Alan Sanger, Education Support Liaison for Trinity County Office  
19 of Education ("TCOE"), made statements to the League members regarding Zach's status as a  
20 homeless youth. In a closed session, the League voted to approve Zach's application to play  
21 interscholastic sports 5-1.

22           17. That same night, the approved application was provided to Commissioner Kyle,  
23 who was in attendance at the League meeting. But, even before that night, Commissioner Kyle  
24 was well aware of Zach's situation. She had already been provided with the paperwork necessary  
25 for Zach to play interscholastic sports as a transfer student. By that point, she had made multiple  
26 requests for supplemental materials, including evidence to "prove" Zach was homeless.

27           18. On November 14, 2014, Commissioner Kyle emailed Superintendent Tom Barnett  
28 and Ms. Leahy to ask for the exact month and year of Zach's mother's death. Because his

1 mother's death was an extremely traumatic event for Zach and was followed by years of upheaval,  
2 he had difficulty remembering the exact year. When he was initially questioned about the timing  
3 of his mother's death, he could not remember the year, so his school tried to ascertain the year  
4 from his school records. Upon further questioning, he sent a text message to his sister asking the  
5 date. She did not reply, so Zach told Ms. Leahy what he thought was the correct year. When he  
6 heard back from his sister several days later, he realized he had mistakenly provided the wrong  
7 date. It thus came to light that the year of his mother's death provided on his hardship waiver was  
8 inaccurate, and that Zach's mother had died when he was in 7th grade, not when he was in 9th  
9 grade as originally reported.

10 19. On November 20, 2014, Superintendent Barnett—who is also a member of the  
11 NSCIF Executive Committee in his capacity as NSCIF Past President—emailed Commissioner  
12 Kyle and the League members and “rescinded” Zach’s athletic eligibility application and request  
13 for hardship waiver. On information and belief, Superintendent Barnett took the unusual step of  
14 withdrawing the application based on his concern that the date provided for Zach’s mother’s death  
15 was incorrect. He withdrew the application without the knowledge or consent of Principal  
16 Camara. Rather than afford Zach and his school the opportunity to explain the reason for this  
17 error in his initial application, NSCIF instead allowed his application to be unilaterally rescinded  
18 by Superintendent Barnett. In doing so, Superintendent Barnett and NSCIF violated CIF Bylaw  
19 204.1, which only provides for the involvement of the school principal, the League, and the  
20 NSCIF Commissioner in the hardship approval process.

21 20. Zach was discouraged and demoralized by Superintendent Barnett’s and the  
22 NSCIF’s actions. He was not told what his options were regarding the rescission of his  
23 application or whether he could resubmit his application with corrected information.

24 21. The NSCIF’s decision to permit Zach’s application to be rescinded caused an  
25 uproar in the community. Over the next several weeks, members of the Weaverville community  
26 demanded that NSCIF and CIF grant Zach athletic eligibility. On November 25, 2014, Mr. Sanger  
27 emailed Commissioner Kyle explaining that Zach qualifies for protections under the federal  
28 McKinney-Vento Act and should be made eligible for sports immediately.

1           22.    In early December 2014, TCOE Superintendent Bettina Blackwell met with  
2 Superintendent Barnett to request that he withdraw his email rescinding Zach's application.  
3 Superintendent Barnett refused. On December 5, 2014, Zach's current caregiver John Tolman  
4 sent a letter and packet of information on Zach's case to CIF Executive Director Roger Blake  
5 requesting that Zach be found eligible to play. On December 8, Director Blake replied that Mr.  
6 Tolman would need to address his concerns with NSCIF and Trinity. On December 10, 2014, the  
7 Trinity Unified School District voted to give Principal Camara permission to resubmit Zach's  
8 application to NSCIF.

9           23.    Following the school district's vote, Superintendent Barnett scheduled a meeting  
10 with Zach, Zach's caregivers, Trinity staff, and Mr. Sanger on December 16, 2014, to discuss  
11 resubmittal of the application. Subsequently, Principal Camara emailed the NSCIF League  
12 President to resubmit Zach's application and schedule a special League meeting to address the  
13 revisions to the application. On January 5, 2015, Principal Camara was informed by the NSCIF  
14 League President that the League questioned whether Zach was permitted to re-submit his  
15 application.

16           24.    On January 14, 2015, Commissioner Kyle told Principal Camara that Zach could  
17 not re-submit a corrected application. He would have to submit an entirely new application and  
18 hardship waiver to the League, including original signatures and paperwork. Commissioner Kyle  
19 notified Principal Camara that she would need to use procedures required by NSCIF Bylaws 213  
20 and 1109.2.1.

21           25.    On or about January 16, 2015, Principal Camara and Zach submitted a new  
22 application and hardship waiver, correcting the date of his mother's death and adding further  
23 supporting documentation.

24           26.    On January 21, 2015, the League met and again discussed Zach's hardship waiver  
25 in closed session. Following this discussion, the League acknowledged the import of Zach's  
26 homeless status and ruled:

27           The League cannot verify if the McKinney-Vento Act supersedes CIF bylaws, therefore, we  
28 cannot approve or deny the waiver. Mt. Shasta moved to forward this issue on to the  
Northern Section with a negative recommendation based on the fact that the student's

1 homeless status began on April 1, 2012. That information was determined from a police  
2 report that indicates the student ran away from the student's father's residence on that date.  
3 Using this date as the starting point of the hardship, the student was not academically  
4 eligible for the grading period prior to the homeless status. This deems the student ineligible  
5 for a hardship waiver based on CIF bylaw 204C(2)b(iv).

6 27. Subsequently, Zach's application was again forwarded to Commissioner Kyle. As  
7 of February 2, 2015, Commissioner Kyle had not yet made a ruling regarding eligibility for Zach.

8 28. Zach has been devastated by the NSCIF's actions, the repeated delays, and the  
9 intense scrutiny he has received. He also worries about the impact that his struggle to play  
10 interscholastic sports has had on his school, his Coach, and his teammates. After so many years of  
11 turmoil, he has earned the grades to play sports and he just wants the opportunity to be a normal  
12 high school kid. Playing sports has been a refuge for him since he was little, and he wants a  
13 chance to improve his skills on the court, bond with his teammates, and be a full member of the  
14 team.

15 29. The reality of this situation is that bylaws designed to ensure fairness in athletic  
16 competitions are being used to disadvantage a homeless youth from getting back on track in  
17 school, including through participation in extracurricular activities. Interscholastic sports have  
18 provided a much-needed connection to school and community for Zach, as sports have for many  
19 other youth at-risk of being pushed out of school. Further, interscholastic sports have the potential  
20 of opening up opportunities for Zach to continue his education by obtaining athletic scholarships  
21 for college.

22 30. This unjust and heart-breaking situation has already gone on far too long, causing  
23 Zach to miss all but six games of the basketball season to date. Zach has found a stable  
24 community in Weaverville, and he has taken advantage of this opportunity to focus on his future.  
25 He is on track to graduate from high school this spring, having earned 30 credits for a weighted  
26 GPA of 2.67 during the last grading period at Trinity. He has done everything that he needed to,  
27 and much more, in order to be found eligible for sports. Without immediate action, there will be  
28 no remedy for Zach's wrongful exclusion from participation in the last basketball season of his  
high school career.



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## STATUTORY BACKGROUND

### Laws Protecting the Educational Rights of Homeless Children and Youths

31. The California Education Code requires schools to ensure that homeless youths have the same rights as other youths to take advantage of academic and extracurricular programs.

32. Education Code section 48850(a)(1) states: "It is the intent of the Legislature to ensure that all pupils in foster care and those who are homeless, as defined by federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et. seq.), have a meaningful opportunity to meet the challenging state pupil academic achievement standards to which all pupils are held."

33. Education Code section 48850(a)(1) mandates that educators and advocates "shall work together to maintain stable school placements and to ensure that each pupil [referring to foster youth and homeless youth] is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all pupils, including, but not necessarily limited to, interscholastic sports administered by the California Interscholastic Federation. In all instances, educational and school placement decisions shall be based on the best interests of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress."

34. Education Code section 48850(a)(2) mandates that "a homeless child or youth shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities."

35. Education Code section 48850(a)(3)(A) mandates: "Pursuant to the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.), public schools, including charter schools, and county offices of education shall immediately enroll a homeless child or youth seeking enrollment . . ." Moreover, homeless children and youths have the right to "immediate enrollment and attendance . . . without any proof of residency or other documentation." Cal. Educ. Code § 48204.1(d), (e). In an effort to break down past barriers to school stability for homeless children and youth, McKinney-Vento mandates that they must be immediately enrolled in school, "even if the child or youth is unable to produce records normally

1 required for enrollment, such as previous academic records, medical records, proof of residency,  
2 or other documentation.” 42 U.S.C. § 11432(g)(3)(C). For purposes of the McKinney-Vento Act,  
3 Congress has defined “enroll” as “includ[ing] attending classes and participating fully in school  
4 activities.” 42 U.S.C. § 11434a(1). McKinney-Vento also requires state and local educational  
5 agencies to develop, review, and revise policies “to remove barriers to the enrollment and  
6 retention of homeless children and youths in schools in the State.” 42 U.S.C. § 11432(g)(1)(I).

7 36. In further recognition of the academic challenges and hardships faced by homeless  
8 children and youths, the California legislature has required school districts to exempt “a homeless  
9 child or youth . . . who transfers between schools any time after the completion of the pupil’s  
10 second year of high school from all coursework and other requirements adopted by the governing  
11 board of the school district that are in addition to the statewide coursework requirements specified  
12 in [Education Code] Section 51225.3, unless the school district makes a finding that the pupil is  
13 reasonably able to complete the school district’s graduation requirements in time to graduate from  
14 high school by the end of the pupil’s fourth year of high school.” Cal. Educ. Code § 51225.1. In  
15 the alternative, homeless youths are expressly permitted to remain in school for a fifth year to  
16 complete a school district’s graduation requirements. Cal. Educ. Code § 51225.1(b)(4).

### 17 **CIF Structure and Bylaws**

18 37. NSCIF is governed by various bodies whose roles are outlined in the Northern  
19 Section 2014-2015 Constitution and Bylaws. Among these bodies is the NSCIF Executive  
20 Committee, which is comprised of the NSCIF President, the President-Elect, the Past President,  
21 and other representatives. NSCIF Bylaw 70.1(A). Trinity Alps Unified School District  
22 Superintendent Tom Barnett is the 2014-2015 Past-President of NSCIF, and is thus an Officer of  
23 the Executive Committee. 2014-15 NSCIF Executive Committee, *available at*  
24 <http://www.cifns.org/AM/ExComMembers.html>. The Committee is “the administrative body of  
25 the NSCIF” and as such must “[i]nterpret rules and regulations not specifically covered by the  
26 authority of the Section Commissioner” and “[e]nforce the rules and regulations adopted by the  
27 Board of Managers.” NSCIF Bylaw 70.1, 70.1(C). Elizabeth Kyle, as the NSCIF Commissioner,  
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1 "is responsible for the day-to-day operation of the Section." Cal. Interscholastic Fed'n Northern  
2 Section Governing Structure, *available at* <http://www.cifns.org/Governance/>.

3 38. NSCIF is further divided into "leagues." Trinity High School is part of the Shasta  
4 Cascade League. NSCIF's bylaws do not clearly describe how frequently the league shall meet.

5 39. As a general matter, NSCIF Bylaw 204.B limits students' eligibility for  
6 interscholastic sports to eight consecutive semesters "following the initial enrollment in the 9<sup>th</sup>  
7 grade of any school and/or any classes taken subsequent to the completion of the 8<sup>th</sup> grade,  
8 whether or not the student is enrolled in school, whether or not the student is academically or  
9 otherwise eligible and whether or not the student avails themselves of the opportunity to  
10 participate in interscholastic sports during the time. Eligibility is only available during the  
11 student's first eight consecutive semesters of enrollment in high school (grades 9-12)."

12 40. Under NSCIF Bylaw 204.C(2)(b), a Section "may waive the charge of one or more  
13 of the eight consecutive semesters of eligibility for athletic competition due to a hardship  
14 condition that causes the student's absence from school or to extend the student's attendance in  
15 school beyond eight consecutive semesters, PROVIDED:

- 16 (i) That hardship condition exists that, in the judgment of the Section, warrants a  
17 waiver. Hardship is defined in Bylaw 213; AND
- 18 (ii) The hardship caused the student to remain out of school for more than half of any  
19 semester during his/her high school career; OR
- 20 (iii) The hardship is the direct and sole cause of the student extending his/her attendance  
21 beyond eight consecutive semesters even though the student was in attendance for  
22 those eight consecutive semesters. Further, the student's extension of his/her  
23 attendance beyond eight semesters has no athletic motivation; AND
- 24 (iv) That student was eligible under all rules in the semester immediately prior to his/her  
25 absence or the onset of the hardship condition that is the direct and sole cause for  
26 extending his/her attendance beyond eight semesters; AND
- 27 (v) Such a waiver would not grant more than four years of participation in any sport;  
28 (See Bylaw 513 and 514) AND

1 (vi) Hardship applications may not be submitted prior to the student's 7<sup>th</sup> semester in  
2 high school."

3 41. Pursuant to NSCIF 204.1, to "waive CIF Bylaw 204, a Hardship Waiver (Form  
4 213) is to be written by the principal to their respective league president. The league will make a  
5 decision based on the merits of the case. All documentation, including the league minutes will be  
6 sent to the Section Commissioner for final approval." "A decision to deny such a waiver by the  
7 Section Commissioner may be appealed only to the Section and in accordance with the provisions  
8 set forth in Bylaw 1101." NSCIF Bylaw 204.C(4). Notably, NSCIF is the only CIF Section with  
9 a written process requiring league approval, and none of NSCIF's bylaws include a timeline for  
10 decision-making by the league or Commissioner.

11 42. For purposes of the eight-semester limitation, hardship is defined as "an  
12 unforeseeable, unavoidable, and uncorrectable act, condition, or event, which causes the  
13 imposition of a severe and non-athletic burden upon the student or his/her family." NSCIF Bylaw  
14 213. Zach's hardship waiver easily met the standards established by Bylaws 204.C(2)(b) and 213,  
15 and was rightfully approved by the League on November 10, 2014. Through no fault of his own,  
16 Zach experienced the tragic loss of his mother to cancer followed by years of abuse, instability,  
17 and homelessness. This loss and homelessness certainly qualify as "unforeseeable, unavoidable,  
18 and uncorrectable," and the resulting burden on Zach that continues to this day has been well  
19 documented.

#### 20 **Equal Protection Requirements**

21 43. The Equal Protection Clause of the California Constitution (Cal. Const. art. I, § 7),  
22 and applicable case law, prohibits the State and state actors from treating similarly situated groups  
23 differently unless the difference is rationally related to a legitimate public purpose. *Sneed v.*  
24 *Saenz*, 120 Cal. App. 4th 1220, 1248 (2004). As such, homeless youths may only be treated  
25 differently than other, similarly situated students if the difference in treatment is rationally related  
26 to a legitimate interest.

27 44. The California Interscholastic Federation is an organization with responsibility for  
28 administering interscholastic athletics in all California secondary schools. Cal. Educ. Code §§

1 33353, 35179. Based on these responsibilities and duties, CIF's enforcement of its Bylaws is  
2 considered "state action" for the purposes of constitutional analysis. *Steffes v. Cal.*  
3 *Interscholastic Fed'n*, 176 Cal. App. 3d 739, 746 (1986).

#### 4 CAUSES OF ACTION

##### 5 FIRST CAUSE OF ACTION

##### 6 Writ of Mandate to Require Respondents to Comply with California and Federal Law by 7 Finding Petitioner Eligible for Interscholastic Sports (Cal Educ. Code § 48850(a)(3))

8 45. Petitioner incorporates by reference each and every allegation contained in the  
9 above paragraphs as though fully set forth herein.

10 46. California Education Code section 48850(a)(3) states that, "Pursuant to the federal  
11 McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.), public schools . . . and  
12 county offices of education shall immediately enroll a homeless child or youth seeking enrollment  
13 . . ." The McKinney-Vento Act similarly requires immediate enrollment of homeless youth, and  
14 defines "enrollment" to "include attending classes and participating fully in school activities." 42  
15 U.S.C. §§ 11432(g)(3)(C), 11434a(1).

16 47. California Education Code section 48850(a)(1) mandates that "educators . . . and  
17 advocates . . . shall work together to ensure that each pupil [referring to those who are homeless] .  
18 . . has access to . . . interscholastic sports administered by the California Interscholastic  
19 Federation." McKinney-Vento also requires state and local educational agencies to develop,  
20 review, and revise policies "to remove barriers to the enrollment and retention of homeless  
21 children and youths in schools in the State." 42 U.S.C. § 11432(g)(1)(I).

22 48. Despite state and federal law, Respondents have denied Petitioner the opportunity  
23 to participate in interscholastic sports. As described herein, their actions have violated their own  
24 bylaws, as well as state and federal law designed to ensure immediate enrollment of homeless  
25 youths in interscholastic sports. Their actions have also violated Petitioner's right to have equal  
26 access to interscholastic sports. Indeed, far from removing barriers, Respondents have blocked  
27 Petitioner's access to sports in multiple unlawful ways.  
28

1           49.     At all times relevant to this action, Respondents have had clear, mandatory duties  
2 and prohibitions imposed by Education Code section 48850 and the corresponding sections of the  
3 McKinney-Vento Act, 42 U.S.C. §§ 11432(g)(3)(C), 11432(g)(1)(I), 11434a(1).

4           50.     Respondents have had the ability to perform the legal duties set forth herein, and  
5 have failed to perform those duties.

6           51.     Petitioner is directly and beneficially interested in Respondents' compliance with  
7 all applicable provisions of law and with all of its legal duties, as set forth herein.

8           52.     Unless compelled by this Court to perform the acts and duties required by law,  
9 Respondents will continue to refuse to carry out those duties and will continue to violate the law,  
10 and Petitioner will continue to be injured as a result.

11           53.     Written demand was made upon the Respondents to perform their duties. In direct  
12 contravention of the law and the demand that was made upon them, Respondents have failed and  
13 refused to perform their duties expressly mandated by law, despite their abilities to carry out those  
14 duties.

15           54.     Petitioner has exhausted all administrative remedies available to him. Petitioner  
16 lacks a plain, speedy, and adequate remedy in the ordinary course of law other than the relief  
17 sought in this action.

#### SECOND CAUSE OF ACTION

#### Writ of Mandate to Require Respondents to Bring Their Bylaws into Compliance with California and Federal Law by Ensuring Immediate Enrollment in Interscholastic Sports for Homeless Youths (Cal Educ. Code § 48850(a)(3))

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20           55.     Petitioner incorporates by reference each and every allegation contained in the  
21 above paragraphs as though fully set forth herein.

22           56.     California Education Code section 48850(a)(3) states that, "Pursuant to the federal  
23 McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.), public schools . . . and  
24 county offices of education shall immediately enroll a homeless child or youth seeking enrollment  
25 . . ."

26           57.     The McKinney-Vento Act similarly requires immediate enrollment of homeless  
27 youth, and defines "enrollment" to "include attending classes and participating fully in school  
28

1 activities.” 42 U.S.C. §§ 11432(g)(3)(C), 11434a(1).

2 58. Respondents’ bylaws lack any measures to ensure immediate enrollment of  
3 homeless youths in interscholastic sports. In particular, the bylaws lack any time frame by which  
4 decisions regarding waiver of the eight-semester limit or other hardship scenarios must be decided.  
5 See NSCIF Bylaw 204.1. This means that homeless youths’ athletic eligibility applications may  
6 languish, never to be decided by a set date, as has been the case with Zach.

7 59. At all times relevant to this action, Respondents have had clear, mandatory duties  
8 and prohibitions imposed by Education Code section 48850 and the corresponding sections of the  
9 McKinney-Vento Act, 42 U.S.C. §§ 11432(g)(3)(C), 11434a(1). Respondents have had the ability  
10 to perform the legal duties set forth herein, and have failed to perform those duties.

11 60. Petitioner is directly and beneficially interested in Respondents’ compliance with  
12 all applicable provisions of law and with all of its legal duties, as set forth herein.

13 61. Unless compelled by this Court to perform the acts and duties required by law,  
14 Respondents will continue to refuse to carry out those duties and will continue to violate the law,  
15 and Petitioner and other homeless youths will continue to be injured as a result.

16 62. Written demand was made upon the Respondents to perform their duties. In direct  
17 contravention of the law and the demand that was made upon them, Respondents have failed and  
18 refused to perform their duties expressly mandated by law, despite their abilities to carry out those  
19 duties.

20 63. Petitioner has exhausted all administrative remedies available to him. Petitioner  
21 lacks a plain, speedy, and adequate remedy in the ordinary course of law other than the relief  
22 sought in this action.

### 23 **THIRD CAUSE OF ACTION**

#### 24 **Writ of Mandate to Require NSCIF to Bring Bylaw 204.C into Compliance with California** 25 **and Federal Law by Removing Barriers to Participate in Interscholastic Sports** 26 **for Homeless Youths (Cal. Educ. Code § 48850(a)(1))**

27 64. Petitioner incorporates by reference each and every allegation contained in the  
28 above paragraphs as though fully set forth herein.

1           65. California Education Code section 48850(a)(1) mandates that “educators . . . and  
2 advocates . . . shall work together to ensure that each pupil [referring to those who are homeless] .  
3 . . has access to . . . interscholastic sports administered by the California Interscholastic  
4 Federation.” McKinney-Vento also requires state and local educational agencies to develop,  
5 review, and revise policies “to remove barriers to the enrollment and retention of homeless  
6 children and youths in schools in the State.” 42 U.S.C. § 11432(g)(1)(I).

7           66. NSCIF Bylaw 204.C(2)(b)(iv) states that in order for a student to be eligible to play  
8 sports during a fifth year of high school, the student must prove “[t]hat the student was eligible  
9 under all rules in the semester immediately prior to his/her absence or the onset of the hardship  
10 condition that is the direct and sole cause for extending his/her attendance beyond eight  
11 semesters.” As admitted by the NSCIF’s Shasta Cascade League in its January 21, 2015 minutes,  
12 this provision is in conflict with federal law under the McKinney-Vento Act.

13           67. NSCIF’s Bylaw 204.C(2)(b)(iv) violates California and federal law by placing  
14 barriers in front of homeless youths that their non-homeless peers do not face. Under NSCIF’s  
15 interpretation of this bylaw, a homeless youth who was not academically eligible for  
16 interscholastic sports in the semester *prior* to becoming homeless can never again regain athletic  
17 eligibility. Thus, because Petitioner was academically ineligible when he allegedly first became  
18 homeless in April 2012, the Shasta Cascade League reasoned that he is not eligible to play  
19 interscholastic sports now. This interpretation of Bylaw 204.C(2)(b)(iv) means that Zach and  
20 other youths like him not only must demonstrate current academic eligibility to play  
21 interscholastic sports, but they have the additional burden of proving that they were academically  
22 eligible prior to becoming homeless, no matter how long ago that may have been.

23           68. Petitioner is directly and beneficially interested in having Respondents comply with  
24 all applicable provisions of law and their legal duties, as set forth herein.

25           69. At all times relevant to this action, Respondents have had clear, mandatory duties  
26 and prohibitions imposed by Education Code section 48850 and the corresponding sections of the  
27 McKinney-Vento Act, 42 U.S.C. §§ 11432(g)(1)(I), 11432(g)(3)(C), 11432a(1). Respondents  
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1 have had the ability to perform the legal duties set forth herein, and have failed to perform those  
2 duties.

3 70. Petitioner is directly and beneficially interested in Respondents' compliance with  
4 all applicable provisions of law and with all of its legal duties, as set forth herein.

5 71. Unless compelled by this Court to perform those acts and duties and to refrain from  
6 acts as required by law, Respondents will continue to refuse to carry out those duties and will  
7 continue to violate the law, and Petitioner and homeless youths will continue to be injured as a  
8 result.

9 72. Written demand was made upon the Respondents to perform their duties. In direct  
10 contravention of the law and the demand that was made upon them, Respondents have failed and  
11 refused to perform their duties expressly mandated by law, despite their abilities to carry out those  
12 duties.

13 73. Petitioner has exhausted all administrative remedies available to him. Petitioner  
14 lacks a plain, speedy, and adequate remedy in the ordinary course of law other than the relief  
15 sought in this action.

#### 16 **FOURTH CAUSE OF ACTION**

#### 17 **Writ of Mandate Compelling Respondents to Provide Homeless Youths Equal 18 Protection of the Laws (California Constitution, Article I, Section 1)**

18 74. Petitioner incorporates by reference each and every allegation contained in the  
19 above paragraphs as though fully set forth herein.

20 75. Under the equal protection clause of the California Constitution, Article 1, § 1, and  
21 applicable case law, a state actor may not treat a homeless youth seeking athletic eligibility for  
22 sports differently than a non-homeless youth without providing a rational basis for such treatment.

23 76. Respondents' bylaws as described above have violated Petitioner's and other  
24 similarly situated youths' rights to equal protection of the laws of the State of California, because  
25 they treat homeless youths differently than youths who are not homeless without any rational  
26 basis.

27 77. Homeless youths face barriers to eligibility that other youths do not. First, under  
28 NSCIF's interpretation of Bylaw 204.C(2)(b)(iv), a homeless youth who seeks to waive the 8-

1 semester limit for sports eligibility must be academically eligible in the immediately prior grading  
2 period and in the grading period prior to the onset of his or her homelessness, no matter how long  
3 ago that may have been. Homeless youths thus face a double burden that other youths do not.  
4 Second, under NSCIF's interpretation, a homeless youth who was academically ineligible prior to  
5 the onset of his or her homelessness could never regain athletic eligibility as long as he or she  
6 remains homeless. By contrast, non-homeless youth seeking hardship waivers need only look to  
7 the immediately prior grading period. There is no rational basis for treating homeless youths  
8 seeking athletic eligibility for sports differently than non-homeless youths.

9 78. At all times relevant to this action, Respondents have had clear, mandatory duties  
10 and prohibitions imposed by Education Code section 48850 and the corresponding sections of the  
11 McKinney-Vento Act, 42 U.S.C. §§ 11432(g)(1)(I), 11432(g)(3)(C), 11432a(1). Respondents  
12 have had the ability to perform the legal duties set forth herein, and have failed to perform those  
13 duties.

14 79. Petitioner is directly and beneficially interested in Respondents' compliance with  
15 all applicable provisions of law and with all of its legal duties, as set forth herein.

16 80. Unless compelled by this Court to perform the acts and duties required by law,  
17 Respondents will continue to refuse to carry out those duties and will continue to violate the law,  
18 and Petitioner and other homeless youths will continue to be injured as a result.

19 81. Written demand was made upon Respondents to perform their duties. In direct  
20 contravention of the law and the demand that was made upon them, Respondents have failed and  
21 refused to perform their duties expressly mandated by law, despite their abilities to carry out those  
22 duties.

23 82. Petitioner has exhausted all administrative remedies available to him. Petitioner  
24 lacks a plain, speedy, and adequate remedy in the ordinary course of law other than the relief  
25 sought in this action.

26 **FIFTH CAUSE OF ACTION**

27 **Declaratory and Injunctive Relief for Violation of Education Code § 48850 and**  
28 **42 U.S.C. §§ 11432(g)(1)(I), 11432(g)(3)(C), 11432a(1)**

1           83.     Petitioner incorporates by reference each and every allegation contained in the  
2 above paragraphs as though fully set forth herein.

3           84.     Petitioner is suffering irreparable injury as a result of the unlawful acts and  
4 omissions of Respondents. The injuries suffered are not easily quantified or compensable. No  
5 money damages or other legal remedy could adequately compensate for the irreparable harm  
6 Respondents' conduct has caused, continues to cause, and threatens to cause Petitioner and other  
7 homeless youth seeking interscholastic sports eligibility. Unless enjoined, Respondents will  
8 continue to unlawfully create barriers to playing interscholastic sports for homeless youths and  
9 will continue to treat them unequally from their non-homeless peers. Petitioner will continue to  
10 suffer from the unjust, unfair, and unlawful actions of Respondents, including violations of his  
11 constitutional rights. Petitioner will soon have no opportunity for an adequate legal remedy  
12 because the basketball season will be over.

13           85.     An actual controversy exists between Petitioner and Respondents because  
14 Respondents' failure to fulfill their obligations under state and federal law have meant that  
15 Petitioner has not received the favorable ruling on his sports application to which he is entitled and  
16 that he initially sought in October 2014. Respondents' failures have caused Petitioner to miss  
17 nearly all of the fall and winter sports seasons and threaten to cause him to miss spring sports as  
18 well, during his senior year of high school.

19           86.     Petitioner is entitled to a legal declaration of his rights and Respondents'  
20 obligations under applicable state and federal law as alleged in this petition.

21           87.     Petitioner lacks a plan, speedy, and adequate remedy in the ordinary course of law  
22 other than the relief sought in this action.

23           88.     Petitioner is entitled to temporary, preliminary, and permanent injunctive relief  
24 requiring Respondents to comply with their legal duties as alleged in this petition.  
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**PRAYER FOR RELIEF**

WHEREFORE, Petitioner/Plaintiff prays for relief as follows:

1. Issue a writ of mandate commanding CIF Respondents: (a) to change their bylaws to bring them into compliance with California law and (b) to issue an interpretation of Bylaw 204 ensuring that it does not violate California law.
2. Issue a writ of mandate directing CIF Respondents to deem Petitioner immediately eligible to play all interscholastic sports in light of his demonstrated hardship and Respondents' violations of California law;
3. Grant Petitioner a preliminary and permanent injunction enjoining CIF Respondents from violating state and federal law designed to protect homeless youths and directing CIF Respondents to deem Petitioner immediately eligible to play all interscholastic sports;
4. Issue declaratory relief that CIF Respondents' current practices violate the educational rights of homeless youths afforded by California and federal law.
5. Grant to Petitioner an award of appropriate attorneys' fees and costs; and
6. Such other and further relief as the Court deems just and proper.

DATED: February 2, 2015 at Oakland, California

NATIONAL CENTER FOR YOUTH LAW

By: 

LEECIA WELCH

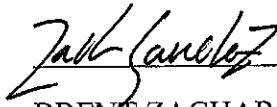
Attorney for Petitioner/Plaintiff BRENT ZACHARY SANCHEZ

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**VERIFICATION**

I, Brent Zachary Sanchez, am the Petitioner/Plaintiff in the above action. I have read the foregoing petition for writ of mandate and complaint for declaratory and injunctive relief. To the best of my knowledge, all facts set forth in it are true and correct, except where stated on information and belief, and as to those facts, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 3<sup>rd</sup> day of February 2015 in Weaverville, California.

  
\_\_\_\_\_  
BRENT ZACHARY SANCHEZ