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7 Attorneys for Defendant
CARDIFF SCHOOL DISTRICT

8
9 UNITED STATES DISTRICT COURT
10 FOR THE SOUTHERN DISTRICT OF CALIFORNIA
11

12 SAVE THE PARK AND BUILD THE
SCHOOL,

13 Plaintiff,

14 v.
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16 NATIONAL PARK SERVICE; DAVID
L. BERNHARDT, in his official
capacity as Secretary of the United
17 States Department of the Interior;
DAVID VELA, in his official capacity
18 as Director of the National Park Service;
LISA MANGAT, in her official capacity
19 as Director of the California Department
of Parks and Recreation; and CARDIFF
20 SCHOOL DISTRICT,

21 Defendants.
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Case No. 20-cv-1080-LAB-AHG

DECLARATION OF JILL VINSON
RE CARDIFF SCHOOL
DISTRICT'S BRIEF IN SUPPORT
OF DISSOLUTION OF
PRELIMINARY INJUNCTION

Date: August 24, 2020
Time: 5:00 PM
Dept.: Courtroom 14A (14th Flr.)

Complaint Filed: June 12, 2020

1 I, Jill Vinson, declare as follows:

2 1. I have personal knowledge of the following facts and if called to
3 testify, I would and could testify competently thereto.

4 2. As the Superintendent for the Cardiff School District (“District”), and
5 under the direction of the District’s Board of Trustees (“Board”), I am providing
6 this declaration in support of the District’s request that the Court dissolve the
7 preliminary injunction in order to allow the District to properly reopen the Cardiff
8 School for in-person student instruction.

9 3. As the chief executive officer of the District, I am responsible for
10 managing all aspects of the District’s facilities, operations, and planning, including,
11 but not limited to, the oversight of all aspects of the design and construction of the
12 Cardiff School Modernization and Reconstruction Project (“Project”), as well as the
13 District’s operations during the current COVID-19 pandemic.

14 4. As stated in my prior affidavit regarding the District’s reopening plans,
15 the District intends to reopen Cardiff School for in-person instruction on Monday,
16 September 14, 2020, to the maximum extent possible. In order to properly make the
17 Cardiff School available for in-person instruction by this date, the District must be
18 allowed to immediately recommence critical infrastructure work on the Project
19 within the old 6(f)(3) boundary that was halted by the Court’s Amended
20 Preliminary Injunction Order.

21 5. The current injunction prevents the District from completing certain
22 infrastructure components that are critical to complying with fire and life safety and
23 access requirements imposed by the Division of State Architect (“DSA”), which is
24 the agency that regulates the design and construction of all school facilities in the
25 State. The first of these components is the off-street student drop-off/pick-up zone
26 and western third of the parking lot, which includes the entrance thereto. This area,
27 which totals only approximately 7,850 square feet in size, is located within the old
28 6(f)(3) boundary and previously consisted of a sloped walkway surrounded by

1 planters. In other words, no recreational uses even existed in this area. If the District
2 cannot complete this portion of the Project, there will be no DSA-approved pick-up
3 and drop-off zone for students. Parents will instead be forced to drop off and pick
4 up their children on the adjacent public street, which will create unnecessary safety
5 risks for students. The student drop-off lane area is also the designated fire truck
6 access lane per the DSA-approved plans.

7 6. The second critical feature that cannot be constructed due to the
8 preliminary injunction are the ADA walkways. These walkways are replacing
9 previously existing walkways that provide the sole access from the
10 administration/office building (Building E), where the school's entrance is located,
11 to the majority of the classrooms, the student restrooms, and the play and eating
12 areas on the southern end of the site.

13 7. The preliminary injunction also bars the District from completing other
14 significant educational spaces, namely the multipurpose building (Building L), the
15 exterior of which is already substantially completed, and the outdoor assembly area.
16 These spaces will provide greatly needed additional indoor and outdoor educational
17 spaces to facilitate the social distancing and other spacing limitations that the
18 District's educational programs will be required to operate under given the current
19 state and local public health guidelines. At the time the injunction was entered,
20 approximately 80% of the improvements within the old 6(f)(3) boundary area had
21 already been completed.

22 8. The injunction has also added substantial costs and delays to the
23 Project. Among these delay issues is the potential that any further delay and/or
24 resequencing of work will also delay the District's ability to remove the old
25 portable classroom buildings from the site and open up the new hard court play area
26 adjacent to the southern playfields. As with the other outdoor areas of the site, the
27 hard court area will provide critical additional outdoor space for educational
28 programs, as well as substantial enhancements to public recreation because these

1 areas are within the new 6(f)(3) boundary.

2 9. The District has also already been informed by the contractor that there
3 will be substantial additional costs to the District and the taxpayers associated with
4 the injunction and the rescheduling of work on Building L and other portions of the
5 Project, which will also require changes in construction access points and deliveries
6 of materials and supplies to the site.

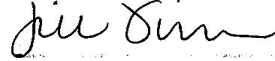
7 10. It is also of critical importance that the Court fully take into account
8 the fact that the entirety of the Cardiff School site, which is solely owned by the
9 District, is a public elementary school, and that its primary purpose is educational
10 activities. Moreover, despite the many misleading and inaccurate statements about
11 the Project that Plaintiff has made in this action, the old 6(f)(3) boundary area is not
12 in any way separate or independent of Cardiff School. This area of the school site
13 has been, and will always be, the school's playfields, which were named "George
14 Berkich Park" to honor the school's former principal long before the LWCF grant
15 was even obtained. The school's playfields are the only area of the Cardiff School
16 site available for outdoor education and recreation for students during the school
17 day. Due to student safety and standard District operations, the area is not open to
18 the public when in use for school purposes on a normal school day. Its primary
19 purpose and use as school playfields must be considered in this matter, as NPS
20 appropriately did so in its final approval of the District's conversion/boundary
21 adjustment granted for the Project.

22 11. In addition to the misleading arguments about the playfields, Plaintiff
23 has also questioned the impacts of the Project improvements on educational
24 programs, namely suggesting that the removal of a portion of the concrete walkway
25 negatively impacts the "Cardiff Cardio Club," a student running/physical education
26 program. This statement is patently false; this program will continue to be provided
27 in the enhanced play areas. In fact, the Project's planned enhancements and
28 reconfiguration of the play areas will only add to the District's outdoor and physical

1 education opportunities.

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

4 Executed this 24th day of August, 2020, at Encinitas, California.

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7 JILL VINSON
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BEST BEST & KRIEGER LLP