

STATE OF INDIANA ) IN THE MARION SUPERIOR COURT  
 ) SS:  
COUNTY OF MARION ) CAUSE NO.:

LORA HOAGLAND, On Behalf of )  
Herself and All Others Similarly )  
Situated, )  
 )  
Plaintiffs )  
v. )  
 )  
FRANKLIN TOWNSHIP )  
COMMUNITY )  
SCHOOL CORPORATION, )  
 )  
Defendant )

**VERIFIED COMPLAINT FOR INJUNCTION, DECLARATORY JUDGMENT AND DAMAGES**

Plaintiff, being first duly sworn upon her oath, by counsel, alleges:

**I.**

**General Allegations**

1. Plaintiff is a resident of Franklin Township, which is located in southeastern Marion County. Approximately 32,000 people reside in Franklin Township and approximately 8,000 students<sup>1</sup> are enrolled in Franklin Township Community schools.

2. Plaintiff has two children enrolled in Franklin Township public schools, which are operated by Defendant Franklin Township Community School Corporation (“the School Corporation”).

3. Due to financial need, Plaintiff’s children qualify for the School Corporation’s free or reduced lunch program.

4. Plaintiff was never offered free or reduced price transportation.

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<sup>1</sup> Plaintiff will be filing a petition to have this matter certified as a class action.

5. Faced with a large budget deficit, in 2010 the School Corporation's board voted to discontinue bus service for most of the students enrolled in the township's public schools.

Beginning with the 2011-2012 school year, bus service was offered by a private vendor, Central Indiana Educational Service Center (CIESC). Upon information and belief, CIESC is an agent of or in a joint venture with the School Corporation.

6. Franklin Township parents were given a choice between making their own arrangements for their child's transportation or utilizing the services of CIESC. Those who chose to have CIESC transport their children had to pay CIESC a non-refundable registration fee of \$20 per student in order to apply for bus transportation. Families which used the CIESC bus service had to pay CIESC an annual fee of \$475 for the first child and \$405 for each additional child. Collectively these charges will be referred to as the "Bus Fees."

7. Article 8, Section 1 of the Indiana Constitution provides, in part, that the state shall provide a "general and uniform system of Common Schools, wherein tuition shall be without charge, and equally open to all."

8. Indiana's compulsory attendance law requires children to attend school. IC § 20-33-2-4.

9. Indiana law permits school districts to provide public school students with transportation to and from school. IC § 20-27-5-2.

10. Indiana law permits school districts to transport children to and from school, provided it does so "in accordance with applicable law." IC § 20-26-5-4(10).

11. Indiana law requires school districts to provide transportation to students who attend nonpublic schools but live on an existing public school bus route. IC § 20-27-11-1.

12. Indiana law requires school districts to provide transportation to homeless students (IC § 20-27-12-4) and those in foster care. IC § 20-50-3-5.

13. The School Corporation has stopped providing transportation to students attending Franklin Township public schools, including Plaintiff's children, thereby forcing Plaintiff to choose between paying the Bus Fees for her children to ride the bus or transporting her children to and from school herself.

14. Plaintiff cannot afford the Bus Fees, so she transports her children to and from school every day.

## **II.**

### **Injunction**

15. Plaintiff incorporates by reference her previous allegations as if fully set forth herein.

16. The School Corporation is doing, threatening or about to do something in violation of Plaintiff's rights respecting the subject of this action and rendering judgment ineffectual; namely, depriving her children of bus transportation to exercise their constitutional right to an education whereby tuition is without charge and interfering with their compliance with the state's compulsory attendance law.

17. There is a reasonable likelihood that Plaintiff will prevail on the merits of her claim. Indiana law guarantees children an education whereby tuition is without charge, requires children to attend school and prohibits public school districts from directly or indirectly assessing Bus Fees upon students enrolled in public schools.

**III.**

**Declaratory Judgment**

18. Plaintiff incorporates her previous allegations as if fully set forth herein.
19. A controversy exists between the parties regarding their respective rights and obligations.
20. Plaintiff is an interested party as defined by I.C. § 34-14-1-2.
21. Transportation to and from public schools is an integral part of the state's constitutional duty to provide children with a publicly-funded education without charge.
22. Plaintiff is aggrieved and she is adversely affected by the School Corporation's failure to provide transportation for her children.
23. Pursuant to I.C. § 34-14-1 *et seq.*, Plaintiff respectfully requests a judgment declaring the School Corporation's discontinuation of bus service unconstitutional on the grounds that it denies her children an education where tuition is without charge.

**IV.**

**Damages**

24. Plaintiff incorporates her previous allegations as if fully set forth herein.
25. As a direct and proximate result of the School Corporation's unlawful failure to provide transportation, Plaintiff has sustained damages by being required to transport her children to school.

**V.**

**Relief Requested**

WHEREFORE Plaintiff respectfully requests the following relief:

1. Judgment in her favor and against Defendant;

2. Pursuant to IC § 34-26-1-4, an injunction requiring Defendant to provide Plaintiff's children with transportation to and from public school and enjoining Defendant from charging, assessing or collecting from Plaintiff any fee in connection therewith (other than lawful taxes or levies);

3. A declaratory judgment that Defendant's discontinuation of bus service is unconstitutional on the grounds that it denies Plaintiff's children an education whereby tuition is without charge;

4. Compensatory damages;
5. Reasonable attorney fees;
6. Interest as allowed by law;
7. Costs of this action; and
8. All other relief reasonable in the premises.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

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Lora Hoagland

Respectfully submitted,

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