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*Of Attorneys for Defendants
Lake Oswego School District and
Lake Oswego School Board*

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION

JOHN PARKS,

Plaintiff,

v.

**LAKE OSWEGO SCHOOL DISTRICT;
LAKE OSWEGO SCHOOL BOARD;
OREGON SCHOOL ACTIVITIES
ASSOCIATION; PORTLAND PUBLIC
SCHOOLS; and MARSHALL HASKINS,
individually and in his representative
capacity for OREGON SCHOOL
ACTIVITIES ASSOCIATION and
PORTLAND PUBLIC SCHOOLS,**

Defendants.

Case No. 3:24-cv-1198-JR

**LAKE OSWEGO SCHOOL DISTRICT
AND LAKE OSWEGO SCHOOL
BOARD’S OPPOSITION TO
PLAINTIFF’S MOTION FOR
PRELIMINARY INJUNCTION AND
MOTION TO STRIKE**

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LOCAL RULE 7 -1 CERTIFICATION

Pursuant to Local Rule 7-1, the undersigned certifies conferring with plaintiff’s counsel about the motion to strike. The parties were unable to reach a resolution and the Court’s ruling is necessary.

RESPONSE

Defendants Lake Oswego School District and the Lake Oswego School Board (together, the “District”), oppose plaintiff’s motion for a preliminary injunction. Plaintiff, who is seeking a mandatory injunction, has not met his heightened burdens of showing a clear likelihood of both success on the merits of his First Amendment retaliation claim and of irreparable injury, and the equities do not tip in his favor.

MOTION TO STRIKE

The District moves the Court to strike the declarations submitted by several Lake Oswego High School parents in support of plaintiff’s motions. The assertions in those declarations are irrelevant. This Court has authority to strike declarations as part of its inherent power to manage its docket for the efficient resolution of cases. *Ready Transp., Inc. v. AAR Mfg., Inc.*, 627 F.3d 402, 403–04 (9th Cir. 2010).

The only issue for decision is whether plaintiff is entitled to a mandatory injunction requiring the District to give him a job in the middle of the current semester. That determination hinges on plaintiff’s conduct at the 2024 OSAA Track and Field State Championship.

The assertions in the declarations—that plaintiff was a good coach, ran efficient practices, provided outstanding mentoring, etc.—have nothing to do with the issues presented by his First Amendment retaliation claim. In addition, the declarants are not qualified to offer conclusory legal assertions, *e.g.*, that plaintiff’s letter to the OSAA did not violate school policy.

The Court should strike and disregard the declarations because they are irrelevant to the issues for decision.

INTRODUCTION

Plaintiff’s motion is based on two fundamental misrepresentations. First, he was never “terminated.” He served out and was paid for the fixed terms of his temporary contracts as a special education assistant for the 2023–24 school year and coach of the Lake Oswego High School track team for the Spring 2024 season. Nothing required the District to offer plaintiff new contracts for the following school year. Plaintiff seeks an injunction requiring the District—in the middle of a school semester—to appoint him to positions for which he never had any legitimate contractual expectation.

Second, the District did not retaliate against plaintiff for sending his letter to the OSAA. The only thing the District did after learning about plaintiff’s letter was to emphasize to him the importance of not raising those issues while coaching at the upcoming 2024 OSAA Track and Field State Championships. However, the District was required to open an investigation after receiving a third-party report that plaintiff acted unbecomingly, disrespectfully, and insubordinately at that state championship meet. During the course of that investigation, the District received information that plaintiff had, among other things, referred to a transgender female athlete from another school as a “fucking dude.”

The District’s response is supported by the legal authorities below, the pleadings on file, and the declarations of Chris Coleman (“Coleman Dec.”), Kristen Colyer (“Colyer Dec.”), Jennifer Schiele (“Schiele Dec.”), and Donna Watson (“Watson Dec.”).

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FACTS

The District hired plaintiff as a Special Education Assistant at Lake Oswego High School for ten months of the 2023-2024 school year. (Colyer Dec. at Ex. 1.) His contract stated this was a temporary position from August 30, 2023, to June 13, 2024. (*Id.*) Plaintiff acknowledged and accepted those terms. (Colyer Dec. at Ex. 2.)

The District also hired plaintiff to be the head track and field coach at Lake Oswego High School for the 2024 Spring season.¹ He signed a limited term contract for February 26, 2024 through May 11, 2024. (Colyer Dec. at Ex. 3.) Plaintiff initialed a provision stating: “I understand that the term for this assignment is limited to the dates listed above.” (*Id.*)

On May 15, 2024, plaintiff sent a letter to members of the Oregon School Activities Association (“OSAA”), the governing organization for Oregon high school athletics. (Pl.’s First Amended Compl. “FAC” at Ex. 1 (ECF 7–1).) The letter’s focus was opposition to the participation of a “high level transgender athlete” from a competing high school, McDaniel, in the 2024 OSAA State Track and Field Championship, set to begin the following day in Eugene. Explaining that he was writing “**first as the Lake Oswego HS head track coach,**” the letter referenced the McDaniel athlete ten times, contending that the athlete’s participation would be a “travesty” that would make a “complete mockery out of the meet this weekend.” (FAC at Ex. 1, p. 1 (Emphasis added).)

That same day, one of the recipients at the OSAA forwarded the letter to Chris Coleman, Lake Oswego High School’s Athletic Director. (Coleman Dec. at Ex. 1.) Coleman met with plaintiff that day to tell him that while performing his duties coaching Lake Oswego High School’s track team at the State Championships, he was not to discuss the participation of the

competing transgender athlete. (Coleman Dec. at ¶ 3.) He reminded plaintiff that he would be representing the school at the State Championships and stressed that plaintiff's focus needed to be on Lake Oswego's athletes and their hard work, accomplishments, and successes, rather than on the (settled) rules for the competition and participation of transgender athletes from other schools. (*Id.*)

Following that visit, plaintiff went to the office of Lake Oswego High School's principal, Kristen Colyer, where he reiterated his views that the McDaniel athlete should not be allowed to participate in the women's division at the State Championships. (Colyer Dec. at ¶ 5.) Colyer pointed out that the school was bound by the rules of the competition and again reminded plaintiff that his focus at the meet needed to be on making sure his student-athletes felt supported and that the meet was a celebration of their efforts and accomplishments. (*Id.*)

Plaintiff was not reprimanded, sanctioned, or disciplined after the District learned about his letter to the OSAA. The District did not open an investigation after receiving the OSAA letter. Plaintiff represented Lake Oswego High School and coached its athletes at the 2024 OSAA Track and Field State Championships. This is undisputed.

On the morning of Saturday, May 18, the third day of the competition, Coleman called plaintiff to reemphasize what they discussed earlier that week. (Coleman Dec. at ¶ 4.) Shortly after the call, he sent a follow-up text to plaintiff:

“Just to follow up. We need to remind our kids to remain classy and respectful. They have transgender teammates and classmates. They are representing not just themselves, but our team and school. Nothing they do today in the heat of the moment is going to create the change they're wanting. But it could create a lot of blowback and negative attention on them and the school. Please encourage them not to be impulsive in their response, but be proud of their

¹ Plaintiff had previously been hired as the Fall 2023 Cross Country coach under a separate term contract that expired after the first school semester.

accomplishments and all the hard work they put in to get where they are. Thank you.”

(*Id.* at Ex. 2.)

On May 24, 2024, the District received a complaint from Marshall Haskins, the Athletic Director for Portland Public Schools and a member of the OSAA Executive Board. (Colyer Dec. at Ex. 4.) Mr. Haskins claimed he was “appalled, disappointed, and embarrassed” by plaintiff’s “behavior,” alleging that he “went out of his way to make a PPS African American Transgender track athlete feel unwelcome and discriminated against throughout the 23-24 track season and at the OSAA 6A State Championship in Eugene.” (*Id.*)

The complaint then enumerated eight separate allegations about plaintiff:

- “A. Sent email to OSAA in an effort to stop our student from participating at the state track meet.
- “B. Contacted coaches from other schools prior to the state tournament asking them to submit letters, emails and call OSAA office to deny our student an opportunity to participate in the OSAA state tournament
- “C. Contacted coaches from other schools telling them to boycott medal presentation at state tournament
- “D. Coordinating phone calls with coaches to contact our families of student athletes related to state tournament participation
- “E. Harassing our student athletes and their families prior and during the state tournament forcing them to participate in his personal agenda though calls, email and on site inquires
- “F. Speaking negatively to our transgender student athlete on the podium at the medal presentation for the 200 M race.
- “G. Communicating with student athletes at the state tournament, recommending they not participate in medal presentation if our student won either the 200 M or 400 M race

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“H. Riling up state tournament spectators in stands, including a large contingent from the Lake Oswego community to “boo” our student athlete during the medal presentation”

(Id.)

By that point, plaintiff’s coaching contract for the Spring 2023 season was already expired by its terms; there were three weeks remaining on his temporary educational-assistant contract. (Colyer Dec. at Ex. 2.)

The District investigated the complaint by interviewing potential witnesses about each of the allegations enumerated by Mr. Haskins. (Colyer Dec. at ¶ 7.) The answers revealed that plaintiff had, directly contrary to his instructions from Mr. Coleman, used his coaching position at the State Championships to press his views on transgender participation in women’s events.

One coach reported that plaintiff had wanted him to join him in stopping the McDaniel athlete’s participation and pressed the idea of boycotting the medal presentation at the State Championships if the transgender athlete made the podium. (Colyer Dec. at ¶ 8.)

Another coach reported that plaintiff had asked him whether that coach knew of other athletes who might be interested in joining an effort to resist transgender participation. (Colyer Dec. at ¶ 9.) That coach reported that plaintiff had reached out to him about contacting that coach’s athletes about boycotting an event if the transgender student was allowed to participate.

(Id.)

A third coach reported that plaintiff had contacted athletes directly while they were warming up to talk about the possibility of a boycott. (Colyer Dec. at ¶ 10.)

A fourth coach reported that plaintiff had reached out to a former coach who had worked with the fourth coach, and that the former coach had, at plaintiff’s behest, called two athlete’s

families about the possibility of boycotting the race or having the parents contact the OSAA about boycotting the race. (Colyer Dec at ¶ 11.)

One female athlete from another school submitted a statement about plaintiff approaching her after one of her preliminary heats at the State Championships. (Colyer Dec. at ¶ 12.) She reported that plaintiff told her that he had talked to parents of other 400-meter women’s competitors about not standing on the podium after the next day’s 400-meter final (an event the McDaniel transgender athlete competed in). (*Id.*) He told her she could just stand behind the podium, leaving the McDaniel athlete standing up there alone, and that she could go up to get her medal afterwards. (*Id.*)

Another coach reported that after Lake Oswego’s athlete beat the McDaniel athlete for first place in the women’s 400-meter event, that coach heard plaintiff exclaim, she “beat the fucking dude!” (Colyer Dec. at ¶ 13.)

An OSAA official who had escorted the top three finishers to the podium, including the McDaniel student, reported that plaintiff had “marched over” to him and said this “can’t happen again,” that “it has to change,” that “he knew republicans,” and that “there were going to be eight men up there.” (Colyer Dec. at ¶ 14.) This official reported that another person on the scene had to tell plaintiff, “That’s enough.” (*Id.*)

On Wednesday, June 12, 2024—two days before the end of the school year and the expiration of plaintiff’s contractual term as a special education assistant—Principal Colyer sent plaintiff a copy of the investigative findings, which found both that plaintiff had been “insubordinate” and that he had “discriminated against the McDaniel High School transgender athlete.” (FAC at ¶ 52, Ex 4.) It found no evidence of certain allegations against him, for instance, that he had spoken negatively to the McDaniel athlete on the podium, or that he had

riled up the crowd to boo the McDaniel athlete. (*Id.*) It did find evidence, however, that plaintiff had contacted other coaches, athletes, and families, about transgender athletic participation at the State Championships, in contravention of Athletic Director Coleman’s express instructions. (*Id.*) Those findings indicated that follow-up with Coach Parks would take place, but did not purport to impose any discipline. (*Id.*)

In a separate letter of the same date, June 12, 2024, Principal Colyer informed plaintiff that all District coaching contracts were only for the current season and that “we will open the cross country and track coach positions for Lake Oswego High School for the 2024-25 school year.” (FAC at Ex. 5.) That letter did not purport to impose any discipline or sanction upon plaintiff. (*Id.*) It also did not address plaintiff’s position as a special educational assistant. (*Id.*)

Plaintiff was fully paid for both his educational and coaching contract terms. On his June 2024 timesheet, plaintiff indicated that he worked 5.5 hours on June 12, 2024, and took two hours of sick leave. (Colyer Dec. at Ex. 5.) On June 13, 2024, he claimed 7.5 hours of sick leave. (*Id.*) On June 14, 2024, the last day of the semester and his term teaching assistant contract, he claimed 7.5 hours of “non-contract duty.” (*Id.*) He was paid in full under both his contracts. (*Id.* at ¶ 15.) Plaintiff’s repeated representations that he was “terminated” are false.

On June 28, 2024, after both contracts had expired, plaintiff wrote to District Superintendent Jennifer Schiele, asking for guidance about an appeal from the investigation. (Schiele Dec. at Ex 1.) Ms. Schiele replied by pointing out that plaintiff had signed two temporary contracts that had expired and wrote: “You are welcome to apply for any 2024-25 positions.” (*Id.*) The District had posted a job opening for the Fall 2024 cross-country and Spring 2025 track and field head coaching positions on June 17, 2024, and these positions

remained open. (Watson Dec. at ¶¶ 2–3.) Plaintiff never submitted an application for either coaching position. (*Id.*)

LEGAL STANDARDS

A preliminary injunction is an “extraordinary remedy that may only be awarded upon a clear showing that the plaintiff is entitled to such relief.” *Winter v. Nat. Res. Defense Council, Inc.*, 555 U.S. 7, 22 (2008). Plaintiff generally must show that: (1) he is likely to succeed on the merits; (2) he is likely to suffer irreparable harm in the absence of preliminary relief; (3) the balance of equities tips in his favor; and (4) that an injunction is in the public interest. *Id.* at 20. The grant or denial of a motion for a preliminary injunction lies within the discretion of the district court. *Chalk v. U.S. Dist. Ct. Cent. Dist. of California*, 840 F.2d 701, 704 (9th Cir. 1988).

Plaintiff ignores that seeking a mandatory injunction requires him to meet a “doubly demanding” burden. *Garcia v. Google, Inc.*, 786 F.3d 733, 740 (9th Cir. 2015). A prohibitory injunction—restricting the enjoined party from acting—merely preserves the status quo pending determination of the action on the merits. *Arizona Dream Act Coal. v. Brewer*, 757 F.3d 1053, 1060 (9th Cir. 2014). On the other hand, a mandatory injunction requiring the District to take affirmative action goes “well beyond” simply maintaining the status quo and is “particularly disfavored.” *Garcia*, 786 F.3d at 740.

In general, mandatory injunctions “are not granted unless extreme or very serious damage will result and are not issued in doubtful cases or where the injury complained of is capable of compensation in damages.” *Marlyn Nutraceuticals, Inc. v. Mucos Pharma GmbH & Co.*, 571 F.3d 873, 879 (9th Cir. 2009). It is not enough for plaintiff to show that this is a doubtful case; instead, he must meet a higher burden to show that the “facts and law *clearly* favor the

moving party.” *Anderson v. United States*, 612 F.2d 1112, 1114 (9th Cir. 1979) (Emphasis added).

The relevant status quo is the “legally relevant” relationship between the parties before the controversy arose. *Arizona Dream*, 757 F.3d at 1061. The status quo on June 12, 2024, when the District issued its investigative findings, was that plaintiff’s temporary coaching contract was already expired and his temporary educational assistant contract was expiring the following day. The “legally relevant” relationship was the one between the employer and the employee, whose employment contracts were expired. *Stanley v. Univ. of S. California*, 13 F.3d 1313, 1320 (9th Cir. 1994) (coach whose contract expired seeking mandatory injunction for reinstatement “subject to a higher degree of scrutiny because such relief is particularly disfavored under the law of this circuit.”).

Plaintiff’s motion misstates the applicable standard: he is seeking a “particularly disfavored” mandatory injunction. He therefore must meet the “doubly demanding” burden of showing that both the law and facts “clearly” favor his position, not merely that he is “likely to succeed.” *Garcia*, 786 F.3d at 740.

LEGAL ARGUMENT

I. Plaintiff is Not Clearly Likely to Succeed on the Merits of his First Amendment Claim.

Plaintiff’s First Amendment retaliation claim requires him to prove the following elements as his *prima facie* case: (1) that he engaged in protected speech; (2) that defendants took an “adverse employment action” against him; and (3) that the speech was a “substantial or motivating” factor for the adverse employment action. *Dodge v. Evergreen Sch. Dist. #114*, 56 F.4th 767, 776 (9th Cir. 2022).

A. *Protected Speech.*

The question of whether plaintiff engaged in protected speech involves two inquiries: (1) did plaintiff speak on a matter of public concern, and (2) did he speak as a private citizen or a public employee? *Id.* at 777. “Statements are made in the speaker’s capacity as citizen if the speaker had no official duty to make the questioned statements, or if the speech was not the product of performing the tasks the employee was paid to perform.” *Eng v. Cooley*, 552 F.3d 1062, 1071 (9th Cir. 2009).

Plaintiff offers no argument supporting the conclusion that his speech and conduct at the State Championships—where he unquestionably was working in his capacity as a coach and representing the school when he was heard referring to a transgender competitor from another school as a “fucking dude”—qualified for First Amendment protection.

Contrary to his efforts to characterize the OSAA letter as expressing views on transgender athletic participation generally, that letter—written in his capacity “first as the Lake Oswego HS head track coach”—was obviously a targeted effort to prevent the participation of one, specific “high-level transgender athlete for McDaniel HS.” (FAC at Ex. 1, p. 1). The fact that the letter touched on matters of public concern does not negate the fact that its primary purpose was job-related. *Eng*, 552 F.3d at 1070 (whether an employee’s speech addresses a matter of public concern must be determined by the content, form, and context of a given statement, as revealed by the whole record).

B. *There Was No Adverse Employment Action.*

Plaintiff’s motion for preliminary injunction cites (1) commencing an investigation, (2) sending him the two letters on June 12, 2024, and (3) “opening up his job to new track and

field coach applicants” as the alleged adverse employment actions.² (Pl.’s Mot. for Prelim. Inj. at 12.) None of these constitute sufficient “adverse employment actions” for purposes of a First Amendment retaliation claim.

Plaintiff’s burden is to show that the above actions would chill or silence a person of ordinary firmness from future First Amendment activities. *White v. Lee*, 227 F.3d 1214, 1241 (9th Cir. 2000). The inquiry is whether the alleged government actions are “reasonably likely to deter” an individual from engaging in protected speech. *Coszalter v. City of Salem*, 320 F.3d 968, 975 (9th Cir. 2003). Generally, a defendant must “make a decision or take a state action affecting the plaintiff’s rights, benefits, relationship or status with the state” or the plaintiff must show “the loss of a valuable governmental benefit or privilege.” *Addison v. City of Baker City*, 258 F. Supp. 3d 1207, 1221 (D. Or. 2017), *aff’d*, 758 F. App’x 582 (9th Cir. 2018) (cleaned up). In some cases, the would-be retaliatory action is so insignificant that it does not deter the exercise of First Amendment rights, and thus does not constitute an adverse employment action within the meaning of the First Amendment retaliation cases. *Coszalter*, 320 F.3d at 975.

Plaintiff contends the investigation itself would chill a person of ordinary firmness. The District learned about the OSAA letter the day plaintiff sent it. Plaintiff did not receive so much

² Plaintiff’s motion for a preliminary injunction asks that the Court appoint him to *both* his former positions at Lake Oswego High School (coach and educational assistant) (Pl.’s Mot. for Prelim. Inj. at 17.) However, plaintiff does not present any separate argument or evidence that the non-renewal of plaintiff’s educational-assistant contract was an “adverse employment action” that was substantially motivated by his protected speech. To the contrary, plaintiff only argues that his protected speech “was a motivating factor in Principal Colyer’s adverse employment action removing Coach Parks as head track and field coach; Colyer would not have removed Coach Parks as track coach and opened his position up to new applicants but for his letter that he sent to the OSAA.” (Pl.’s Mot. for Prelim. Inj. at 10.) The Court’s role is not to make or develop a party’s arguments, and plaintiff’s failure to do so is sufficient reason to deny his request to be injunctively appointed as an educational assistant. *In re Intel Corp. CPU Mktg., Sales Pracs. & Prod. Liab. Litig.*, No. 3:18-MD-2828-SI, 2020 WL 1495304, at *25 (D. Or. Mar. 27, 2020), *aff’d*, 2023 WL 7211394 (9th Cir. Nov. 2, 2023).

as a rebuke and was permitted to coach the track team at the State Championships. In those circumstances, any reasonable person of ordinary firmness would understand that the District was required to open an investigation after receiving a third-party complaint like the one submitted by Mr. Haskins.

The two letters plaintiff received on June 12, 2024, did not impose any discipline or burden of any sort on plaintiff. He was not fired, suspended, or penalized. Plaintiff's coaching contract had already expired by its terms, and he was paid in full for the ensuing final days of the school year under his temporary educational-assistant contract. (Colyer Dec. at ¶ 15, Exs. 2, 5.)

C. *Plaintiff Cannot Show His Letter to the OSAA Was a Substantial Motivating Factor.*

To show that retaliation was a substantial or motivating factor behind an alleged adverse employment action, a plaintiff can: (1) introduce evidence that the speech and adverse action were proximate in time, such that a jury could infer that the action took place in retaliation for the speech; (2) introduce evidence that the employer expressed opposition to the speech; or (3) introduce evidence that the proffered explanations for the adverse action were false and pretextual. *Anthoine v. N. Cent. Ctys. Consortium*, 605 F.3d 740, 750 (9th Cir. 2010).

The District, despite knowing about plaintiff's OSAA letter on the day it was sent, did not reprimand him or open an investigation. The District permitted him to coach the track team at the State Championships and to go on serving as an educational assistant. It was not until after the District received a complaint about plaintiff's conduct at the State Championships that it opened an investigation, which it was required to do by its policies. (Colyer Dec. at Ex. 7.) Adherence to pre-established policies weighs against a finding of retaliatory intent. *Dodge v. Evergreen Sch. Dist. #114*, 56 F.4th 767, 781 n 4 (9th Cir. 2022). Plaintiff offers no evidence that

the District's reliance on the substantiated accusations about his unprotected speech and conduct at the State Championships was false or pretextual.

D. *The District Had a Legitimate Interest in Controlling the Speech of its Employee in the Workplace; Plaintiff's OSAA Letter Was Not a But-For Cause of the Decision to Consider Applications From Other Coaching Candidates.*

Even if plaintiff could demonstrate a *prima facie* case of a First Amendment retaliation claim, the District can defeat such a claim by demonstrating either that it had “an adequate justification for treating [plaintiff] differently from any other member of the general public,” or that it would have reached the same “adverse employment decision even in the absence of [plaintiff's] conduct.” *Anthoine v. N. Cent. Ctys. Consortium*, 605 F.3d 740, 752 (9th Cir. 2010). The government has an interest in preventing speech that it reasonably believes will disrupt the workplace. *Barone v. City of Springfield, Oregon*, 902 F.3d 1091, 1106 (9th Cir. 2018). The last question relates to, but is distinct from, the plaintiff's burden to show the protected conduct was a substantial or motivating factor and asks whether the protected speech was a “but-for” cause of the adverse employment action. *Id.*

The District was justified because of what it learned about plaintiff's insubordinate conduct at the State Championships. It found that he defied the explicit instructions of his athletic director to avoid discussing transgender athletic issues at the State Championships and to keep attention focused on the athletes. (FAC at Ex 4; Coleman Dec at ¶ 3.) It also found that he contacted other coaches, student-athletes, and their families to discuss possibilities for what would happen on the medal stand if a transgender athlete won a spot on the podium, and loudly exclaimed that his athlete “beat the fucking dude.” (FAC at Ex. 4.) The District would have invited other applicants to apply for the head track-and-field coaching position for that last finding alone. (Colyer Dec. at ¶ 18; Schiele Dec. at ¶ 4.)

II. Plaintiff Cannot Establish the Likelihood of an Irreparable Injury.

Plaintiff's burden is to demonstrate "that irreparable injury is likely in the absence of an injunction." *Winter*, 555 U.S. at 22. A moving party must demonstrate a significant threat of *impending* irreparable injury, irrespective of the magnitude of the injury. *Hernandez v. Oregon Legislature*, 521 F. Supp. 3d 1025, 1038 (D. Or. 2021). "To satisfy this factor, 'Plaintiffs must show real or immediate threat that plaintiffs *will be wronged again.*'" *Wise v. City of Portland*, 483 F. Supp. 3d 956, 970 (D. Or. 2020) (quoting *Lyons*, 461 U.S. 95, 111, 103 S. Ct. 1660 (1983) (Emphasis added; cleaned up)).

Plaintiff's only argument about irreparable injury assumes that by showing a likelihood of success on the merits of his First Amendment Retaliation claim, he automatically demonstrates an irreparable injury. (Pl.'s Mot. for Prelim. Inj. at 14–15.) This is incorrect. Even where a plaintiff has demonstrated a likelihood of success on the merits of a First Amendment claim, "he must also demonstrate that he is likely to suffer irreparable injury in the absence of a preliminary injunction, and that the balance of equities and the public interest tip in his favor." *Doe v. Harris*, 772 F.3d 563, 582 (9th Cir. 2014). "We do not simply assume that these elements collapse into the merits of the First Amendment claim." *Id.* Plaintiff must still separately demonstrate that he is likely to suffer irreparable injury in the absence of a preliminary injunction.

The two cases cited by plaintiff on the irreparable injury issue involved instances where the claimed First Amendment violation was resulting in an *ongoing* restriction or impairment of First Amendment rights. *Warsoldier v. Woodford*, 418 F.3d 989 (9th Cir. 2005), in fact, was not a First Amendment case at all, but instead involved the Religious Land Use and Institutionalized Persons Act of 2000. There, the Court found the possibility of irreparable injury absent a

prohibitory injunction against enforcement of a “grooming policy” that would, if enforced, require a prisoner to cut his hair in violation of his religious beliefs. *Id.* at 1001.

In the other, *Elrod v. Burns*, 427 U.S. 347, 373 (1976), a plurality of the Court found the threatened prospective possibility of future discharge in violation of the First Amendment to be an irreparable injury:

“At the time a preliminary injunction was sought in the District Court, one of the respondents was only threatened with discharge. In addition, many of the members of the class respondents were seeking to have certified prior to the dismissal of their complaint were threatened with discharge or had agreed to provide support for the Democratic Party in order to avoid discharge.”

Id. at 373. Accordingly, it was “clear therefore that First Amendment interests were either threatened or in fact being impaired at the time relief was sought.” *Id.*

Although a probability of success on the merits of a First Amendment claim is often held to satisfy the irreparable injury element, that is consistently only so where the violation is ongoing or there is some concrete threat of a future violation. *Cuviello v. City of Vallejo*, 944 F.3d 816, 832 (9th Cir. 2019) (issuing prohibitory injunction in First Amendment case where “the City’s permit requirement violated and continues to infringe on [plaintiff’s] free speech rights”); *Montana Pub. Int. Rsch. Grp. v. Jacobsen*, No. 24-2811, 2024 WL 4023781, at *2 (9th Cir. Sept. 3, 2024) (memorandum opinion) (finding irreparable injury element satisfied “because HB 892 would discourage individuals from registering to vote in Montana by threatening criminal penalties for doing so, HB 892 carries the risk of irreparable harm to Plaintiffs.”); *Index Newspapers LLC v. City of Portland*, 474 F. Supp. 3d 1113, 1122 (D. Or. 2020) (finding irreparable injury element satisfied in case involving press members asserting infringement of First Amendment right to cover ongoing protests where “the conduct and declared intentions of Plaintiffs and the Federal Defendants make future injury all but inevitable”); *Black Lives Matter*

Seattle-King Cnty. v. City of Seattle, Seattle Police Dep't, 466 F. Supp. 3d 1206, 1215 (W.D. Wash. 2020) (issuing temporary restraining order where “[p]laintiffs may face the same constitutional deprivation that they experienced in days past” without injunctive relief)

Plaintiff is in a much different position. He may no longer be employed by the District, but he has fully retained his *First Amendment rights*, and he does not argue that he is suffering under any restriction upon, or impending threat to, his private speech.

Far from “irreparably” harming plaintiff’s rights to voice his opinions as a private citizen, plaintiff leveraged his false claim that he was “terminated” to give multiple media interviews amplifying his views about transgender participation in high school athletics. Five days after receiving the District’s June 12 letter, plaintiff began giving interviews to local TV broadcast outlets.³ Interviews with popular podcasts followed, and plaintiff’s views have since been amplified in national outlets like the New York Post and Fox News.⁴ The record shows that plaintiff has not been reticent about expressing his views, and there is no basis to conclude that there is any current threat to plaintiff’s First Amendment rights.

Plaintiff also cannot “clearly” establish irreparable injury to support a mandatory injunction because any damages based on his claimed “loss” of employment will be easily calculable. “The possibility that adequate compensatory or other corrective relief will be available at a later date, in the ordinary course of litigation, weighs heavily against a claim of

³ <https://katu.com/news/local/lake-oswego-coach-says-district-ousted-him-after-pushed-change-in-transgender-athlete-law-osaa-track-field-peter-weber-john-parks-rob-wagner-mary-kay-larson>

<https://www.kgw.com/article/news/local/the-story/lake-oswego-track-coach-suing-school-district-transgender-athletes/283-095ffa25-86c3-40da-ad2a-d1f086e4a1c4>

⁴ <https://video.outkick.com/m/uzaAy6XH/fired-for-calling-for-fairness-gaines-for-girls?list=OLiPmOuQ>

<https://www.foxnews.com/sports/former-high-school-track-field-coach-john-parks-talks-firing-amid-push-transgender-athlete-law-change>

<https://nypost.com/2024/06/19/us-news/oregon-high-school-track-amp-field-coach-john-parks-claims-he-was-fired-for-proposing-open-division-for-transgender-athletes/>

irreparable harm.” *Sampson v. Murray*, 415 U.S. 61, 90 (1974). “In the employment context, discharge and its associated consequences do not ordinarily constitute irreparable harm, no matter how “severely they may affect a particular individual.” *O’Hailpin v. Hawaiian Airlines, Inc.*, 583 F. Supp. 3d 1294, 1302 (D. Haw. 2022). “[T]he teacher who is the victim of a breach of contract by a school board can always recover money damages. Money damages are relatively simply determined in the case of a contract of limited duration as distinguished from one covering a great span of years.” *George v. Sch. Dist. No. 8R of Umatilla Cnty.*, 7 Or. App. 183, 199, 490 P.2d 1009 (1971). If plaintiff eventually demonstrates that the First Amendment required the District to enter into new contracts with him for the 2024-25 school year, his economic damages will be easily calculable; there is no irreparable injury.

III. The Equities Do Not Favor Plaintiff.

When the government is a party, the last two prongs of the injunction analysis—the balance of equities and the public interest—merge. *Drakes Bay Oyster Co. v. Jewell*, 747 F.3d 1073, 1092 (9th Cir. 2014).

Plaintiff cites *Melendres v. Arpaio*, 695 F.3d 990, 1002 (9th Cir. 2012) for the proposition that it is always in the public interest to “prevent” the violation of a party’s constitutional rights, but he has not identified any *impending* threat to his constitutional rights to prevent. Plaintiff can continue to voice his opinions about transgender athletic participation just as he has been.

The District meanwhile has an interest in predictability and stability in its employment practices, and plaintiff’s lengthy delay in seeking injunctive relief threatens to undermine those interests. *Branti v. Finkel*, 445 U.S. 507, 517 (1980) (referencing the State’s vital interest in maintaining governmental effectiveness and efficiency); *Lydo Enters., Inc. v. City of Las Vegas*,

745 F.2d 1211, 1213 (9th Cir. 1984) (“A delay in seeking a preliminary injunction is a factor to be considered in weighing the propriety of relief.”).

Plaintiff received notice on June 12, 2024, that the coaching positions would be opened to other applicants. He did not seek injunctive relief, but instead began giving media interviews on June 17, 2024, expressing his views on transgender athletic competition. Plaintiff filed his original complaint on July 24, 2024, but never served the District, and never submitted an application for a 2024-25 head coaching position with the District.

Meanwhile, the 2024-25 school year started on September 3, 2024. (Colyer Dec. at ¶ 19.) The cross-country team for which plaintiff seeks a judicial appointment has already competed in seven of their nine scheduled events for the season under their new coaching staff. (Coleman Dec. at ¶ 5.) A head coach has already been retained for the Spring 2025 track-and-field season. (Coleman Dec. at ¶ 6.) Plaintiff waited until October 7, 2024, to move this Court for an order appointing him to positions that have been filled and to which he could lay no legitimate contractual claim in the first place. The public interest would not be served by a mandatory injunction.

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CONCLUSION

The District respectfully asks that the Court deny plaintiff's motion for mandatory preliminary injunctive relief.

DATED this 21st day of October, 2024.

HART WAGNER, LLP

By: /s/ Taylor B. Lewis

Karen O'Kasey, OSB No. 870696

kok@hartwagner.com

Taylor B. Lewis, OSB No. 164263

tbl@hartwagner.com

Zachariah H. Allen, OSB No. 122729

zha@hartwagner.com

*Of Attorneys for Defendants
Lake Oswego School District and
Lake Oswego School Board*

CERTIFICATE OF SERVICE

I hereby certify that on the 21st day of October, 2024, I served the foregoing **LAKE OSWEGO SCHOOL DISTRICT AND LAKE OSWEGO SCHOOL BOARD'S OPPOSITION TO PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION AND MOTION TO STRIKE** on the following parties at the following addresses:

Luke D. Miller
Miller Bradley Law LLC
1567 Edgewater St NW PMB 43
Salem OR 97304
office@millerbradleylaw.com

M.E. Buck Dougherty III
Liberty Justice Center
Building 2
13341 W. U.S. Highway 290
Austin, TX 78737
bdougherty@libertyjusticecenter.org
Of Attorneys for Plaintiff

by electronic means through the Court's Case Management/Electronic Case File system.

/s/ Taylor B. Lewis

Taylor B. Lewis

Karen O’Kasey, OSB No. 870696
E-mail: kok@hartwagner.com
Taylor B. Lewis, OSB No. 164263
E-mail: tbl@hartwagner.com
Zachariah H. Allen, OSB No. 122729
E-mail: zha@hartwagner.com
HART WAGNER LLP
1000 S.W. Broadway, Twentieth Floor
Portland, Oregon 97205
Telephone: (503) 222-4499
Facsimile: (503) 222-2301
*Of Attorneys for Defendants
Lake Oswego School District and
Lake Oswego School Board*

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION

JOHN PARKS,

Plaintiff,

v.

**LAKE OSWEGO SCHOOL DISTRICT;
LAKE OSWEGO SCHOOL BOARD;
OREGON SCHOOL ACTIVITIES
ASSOCIATION; PORTLAND PUBLIC
SCHOOLS; and MARSHALL HASKINS,
individually and in his representative
capacity for OREGON SCHOOL
ACTIVITIES ASSOCIATION and
PORTLAND PUBLIC SCHOOLS,**

Defendants.

Case No. 3:24-cv-1198-JR

**DECLARATION OF CHRIS COLEMAN
IN SUPPORT OF LAKE OSWEGO
SCHOOL DISTRICT AND LAKE
OSWEGO SCHOOL BOARD’S
OPPOSITION TO PLAINTIFF’S
MOTION FOR PRELIMINARY
INJUNCTION**

I, Chris Coleman, do hereby declare as follows:

1. I am the Athletic Director at Lake Oswego High School (“LOHS”). I make this

declaration in support of defendants' Opposition to Plaintiff's Motion for Preliminary Injunction.

2. Attached as Exhibit 1 is a true and correct copy of an email I received on May 15, 2024, forwarding a letter that plaintiff wrote to officials at the Oregon School Activities Association on that same date.

3. After receiving that email, I met with plaintiff later that morning. I told him I received the letter. I instructed him that while he was coaching at the state track and field high school finals, starting the next day, he was not to discuss transgender student participation with anyone at the meet. I instructed him that if anyone brought up the subject, he was to respond, "My athletic director has directed me not to talk about it." I reminded him that he would be representing LOHS at the state finals and that his focus needed to be the school's athletes and their hard work, accomplishments and success, not the settled rule for the competition and participation of transgender athletes.

4. On Saturday, May 18, 2024, I called plaintiff to remind him of the school's expectations at the State Finals. I again instructed him not to discuss issues regarding transgender athlete participation while he was on duty coaching. Shortly after that call, I sent plaintiff a text message in follow-up. A true and correct copy of that text message is Attached as Exhibit 2.

5. Lake Oswego High School already hired a new cross-country coach for the Fall 2024 season. That team has now competed in seven of nine scheduled events for the season with this new coaching staff.

6. The District already hired a new track-and-field head coach for the Spring 2025 season.

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Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

DATED this 17th day of October, 2024.

By:



Chris Coleman

CERTIFICATE OF SERVICE

I hereby certify that on the 21st day of October, 2024, I served the foregoing

**DECLARATION OF CHRIS COLEMAN IN SUPPORT OF LAKE OSWEGO SCHOOL
DISTRICT AND LAKE OSWEGO SCHOOL BOARD'S OPPOSITION TO
PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION** on the following parties at
the following addresses:

Luke D. Miller
Miller Bradley Law LLC
1567 Edgewater St NW PMB 43
Salem OR 97304
office@millerbradleylaw.com

M.E. Buck Dougherty III
Liberty Justice Center
Building 2
13341 W. U.S. Highway 290
Austin, TX 78737
bdougherty@libertyjusticecenter.org
Of Attorneys for Plaintiff

by electronic means through the Court's Case Management/Electronic Case File system.

Taylor B. Lewis

Taylor B. Lewis

From: Kelly Foster <kellyf@osaa.org>
Sent: 5/15/2024 8:10:33 AM
To: Chris Coleman (colemanc@loswego.k12.or.us)
Subject: FW: OSAA policy on transgender athletes ramifications

- Kelly



KELLY FOSTER (SHE/HER)
ASSISTANT EXECUTIVE DIRECTOR
O 503.682.6722 X233
C 503.318.1672
KELLYF@OSAA.ORG



25200 SW PARKWAY AVE. STE. 1, WILSONVILLE, OR 97070

From: John Parks <john.parks.pdx@live.com>
Sent: Wednesday, May 15, 2024 1:31 AM
To: Peter Weber <peterw@osaa.org>
Cc: Kelly Foster <kellyf@osaa.org>
Subject: OSAA policy on transgender athletes ramifications

Peter,

I am writing first as the Lake Oswego HS head track coach but secondarily as coach in the sport at Olympic, NCAA and professional ranks for decades prior to my current position. The impending competition of a high level transgender athlete for McDaniel HS has placed the OSAA policy in national and world eyes and is going to serve as a major distraction for all the athletes attending to compete and celebrate the culmination of their sport. The current policy has major flaws that are inviting the discrediting of the entire existence and value of female athletics. Personally, it will impact my athletes in the 400 meters directly and play a role in who qualifies for finals and is awarded team trophies.

Having watched the McDaniel athlete at the Sherwood Invitational and Dean Nice Invitational I can assure you that this athlete has significant improvement to gain and could do so quickly enough to win not just the 200 meters they are state leader in but the 400 meters where my 2-time defending state champion Josie Donelson looks to lower her personal best which is a state record that she broke earlier this year that had stood for 20 years. Many coaches observing have felt the McDaniel athlete has been holding back, fearing that running too fast will bring a reversal in the rule. Being only a second off my athlete who ranks 7th in the nation in HS in the 400 meters is inviting heightened national attention to the issue. In the PIL district meet the athlete competing caused the other top athletes to lose focus and break down technically, physically and emotionally. The damage to all the natural born female competitors is real and devastating. I coached professionally when Caster Semenya was competing legally for 3 years as an intersex athlete before scientific studies proved the obvious and her and 3 other world-level intersex athletes were forced to consume hormone therapy drugs in able to compete. Once they did they were not competitive. But until then for 3 years my athletes and others had to compete with these athletes and it caused more injuries or eventually more athletes to exit the sport in exasperation and frustration at competing in an uneven playing surface. That is the case with the McDaniel athlete. You are robbing these girls of a podium spot, a spot in the finals, altering race plans and making all the female athletes question why are their rights being ignored? Its plainly clear to every track coach in the Portland metro area I have spoken with that by next year if allowed this athlete will break Mia Brahe-Pedersen's state records and her NFHS national record. Allowing

this travesty to be carried out is making a complete mockery of the meet this weekend and in the future until the rules are altered to protect natural born females.

If Josie runs an Olympic Trials performance as is possible but the McDaniel athlete also does so, then Josie can go to the Olympic Trials but the McDaniel athlete is ineligible due to IOC and WA and USATF regulations. The existence of this world-wide policy is based on scientific evidence that also exists for teen athletes. [USATF Statement Regarding Transgender/Transsexual Policy | USA Track & Field](#). This addresses the overriding concern when conflicting individuals' rights are being considered. [Transgender track athletes can't compete with women: World Athletics Council : NPR](#)

My track team at LO has 2 trans athletes on it. One was a male to female and the other female to male. The female to male thrower went from 25 feet in shot last year as a female using lighter implement to 15 feet as a male. The other is a male to female. They won the TRL JV district cross country meet and when they stood atop the awards stand were in tears. The policy is subjecting these adolescent children to too much politicization of their competition. When the McDaniel athlete wins the condemnation by the vast majority of media is going to overwhelm all other aspects of the meet for not just 6A girls in the 200 and 400 but for all athletes at the meet. This weekend's meet is going to be the focus of US and international media only because of the failure of the OSAA to consider in their competition rules the impact on natural born girls.

The OSAA already has state meet events for para athletes in wheelchair and Unified competition. The solution to trans athletes is to have an open category like a gender neutral bathroom. Allows competition opportunities but doesn't make a mockery of the reason females compete in their own category. As a social studies educator for 30 years I 100% support transgender students in every educational, academic and societal situation except in athletics where their bodies have a major physical and hormonal advantage. The McDaniel athlete admitted a month ago in a newstory that they wanted to take the hormone adjusting drugs so they didn't have this advantage. When the individual is admitting this then it's the administrators that are failing. I have 2 trans extended family members and neither support male to female trans athletes competing in female divisions because they said it draws only negative attention to the trans community, alienating too many in society they wish to gain the support of in other transgender legal efforts.

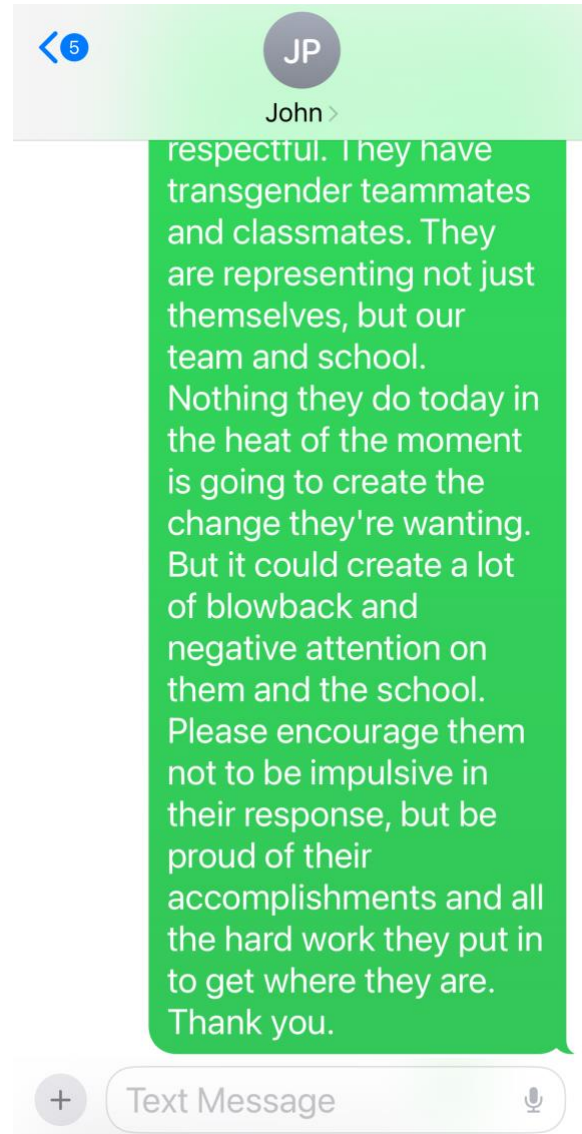
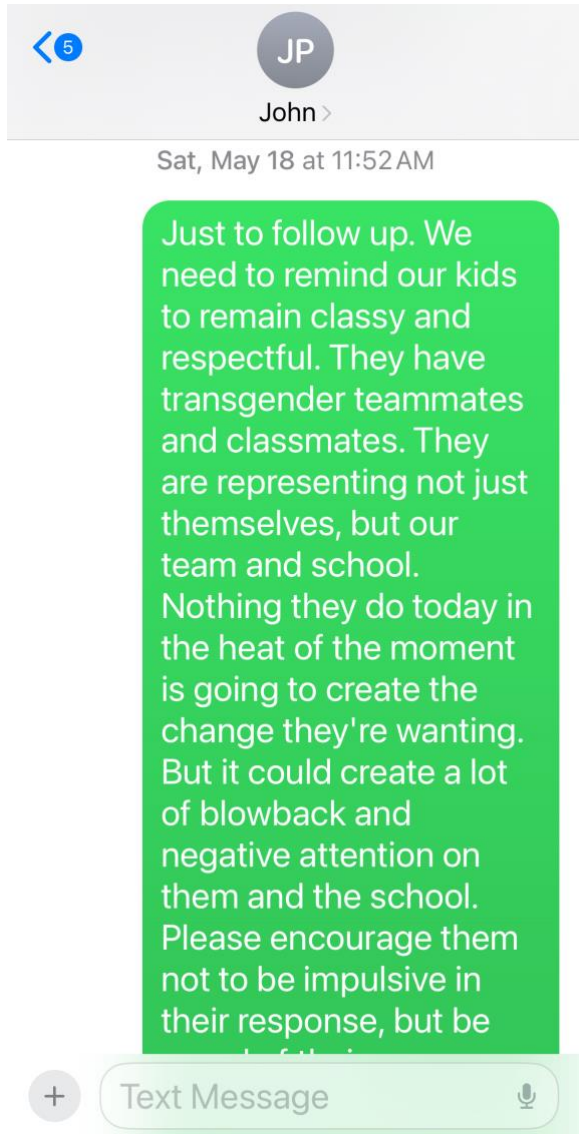
Friday in the 200 and 400 a 9th athlete should be advanced to the final should in the future the rules be altered to disallow trans athletes from competing so as to allow no female athlete to suffer from this erroneous decision any more than is possible. There will be shining moments crossing finish lines and standing atop podiums that will be forever lost however, even if retroactively the natural born female athlete are later given their proper medals. They will never get back the moments they earned.

Sincerely,

John Parks
Lake Oswego HS

Text from Chris Coleman to John Parks on Saturday, May 18th at 11:52am:

“Just to follow up. We need to remind our kids to remain classy and respectful. They have transgender teammates and classmates. They are representing not just themselves, but our team and school. Nothing they do today in the heat of the moment is going to create the change they're wanting. But it could create a lot of blowback and negative attention on them and the school. Please encourage them not to be impulsive in their response, but be proud of their accomplishments and all the hard work they put in to get where they are. Thank you.”



Karen O’Kasey, OSB No. 870696
E-mail: kok@hartwagner.com
Taylor B. Lewis, OSB No. 164263
E-Mail: tbl@hartwagner.com
Zachariah H. Allen, OSB No. 122729
E-mail: zha@hartwagner.com
HART WAGNER LLP
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Portland, Oregon 97205
Telephone: (503) 222-4499
Facsimile: (503) 222-2301
*Of Attorneys for Defendants
Lake Oswego School District and
Lake Oswego School Board*

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION

JOHN PARKS,

Plaintiff,

v.

**LAKE OSWEGO SCHOOL DISTRICT;
LAKE OSWEGO SCHOOL BOARD;
OREGON SCHOOL ACTIVITIES
ASSOCIATION; PORTLAND PUBLIC
SCHOOLS; and MARSHALL HASKINS,
individually and in his representative
capacity for OREGON SCHOOL
ACTIVITIES ASSOCIATION and
PORTLAND PUBLIC SCHOOLS,**

Defendants.

Case No. 3:24-cv-1198-JR

**DECLARATION OF KRISTEN COLYER
IN SUPPORT OF LAKE OSWEGO
SCHOOL DISTRICT AND LAKE
OSWEGO SCHOOL BOARD’S
OPPOSITION TO PLAINTIFF’S
MOTION FOR PRELIMINARY
INJUNCTION**

I, Kristen Colyer, do hereby declare as follows:

1. I am the Principal at Lake Oswego High School. I make this declaration in

support of defendants' Opposition to Plaintiff's Motion for Preliminary Injunction.

2. Attached as Exhibit 1 is a true and correct copy of plaintiff's temporary 10-month contract for his Special Education Assistant – II position.

3. Attached as Exhibit 2 is a true and correct copy of an acceptance report indicating plaintiff's acceptance of the terms of this Special Education Assistant – II contract.

4. Attached as Exhibit 3 is a true and correct copy of plaintiff's temporary contract to coach the Lake Oswego High School track and field team for the Spring 2024 season.

5. On the morning of May 15, 2024, plaintiff came to my office. He expressed his view that a McDaniel transgender athlete should not be participating in the state high school track and field finals starting the next day. He was worried that this athlete would beat our school's top 400m women's runner. I reminded him that the school and OSAA had to follow Oregon law on this issue. I emphasized that the focus of his job at the state finals should be supporting our student-athletes and celebrating their accomplishments and successes.

6. Attached as Exhibit 4 is a true and correct copy of a May 24, 2024, email from Mashall Haskins, with a copy of the response from Lou Bailey, an executive director at the District.

7. After receiving the May 24, 2024, complaint from Mr. Haskins, I conducted an investigation on behalf of the District. I spoke to several witnesses, including coaches.

8. One coach at another school told me that plaintiff asked that coach to join with him in stopping the participation of a transgender athlete from McDaniel High School at the State Finals, and had pressed that coach about boycotting the medal presentation if the transgender athlete made the podium.

9. Another coach reported that plaintiff asked him whether the coach knew of other athletes who might be interested in joining an effort to resist transgender participation in the women's events. That coach also reported that plaintiff reached out to him about contacting that coach's athletes about boycotting an event if the transgender athlete were allowed to compete at the State Finals.

10. A third coach reported that plaintiff contacted athletes directly, while they were warming up, to talk about the possibility of a boycott.

11. A fourth coach reported that plaintiff reached out to a former coach that had worked with the fourth coach, and that the former coach had, at plaintiff's request, called two of the fourth coach's athletes' families about the possibility of boycotting a race or having the parents contact the OSAA about boycotting the race.

12. A female athlete from another school submitted a written statement. She stated that plaintiff approached her after one of her preliminary heats at the State Finals. She reported that plaintiff told her he had talked to the parents of other 400-meter women's competitors about not standing on the podium after the next day's 400-meter final (an event that the McDaniel transgender athlete was competing in). Plaintiff had told her that she could just stand behind the podium and allow the McDaniel athlete to stand up there alone, and that she could go up to get her medal afterwards.

13. Another coach reported that he was standing about 50 meters away from plaintiff at the women's 400-meter event final and, after Lake Oswego's athlete beat the McDaniel athlete for first place, the coach heard plaintiff exclaim, "she beat the fucking dude!"

14. An OSAA official I spoke with reported that after he escorted the top three finishers to the podium, including the McDaniel student, plaintiff "marched over" to him and

said, "this can't happen again," that, "he knew Republicans," and that there "were going to be eight men up there." That official said that another person on the scene eventually told plaintiff, "That's enough."

15. Attached as Exhibit 5 is a true and correct copy of plaintiff's June 2024 timesheet which he signed and turned in. Plaintiff was paid in full for both his 2023–24 educational assistant contract and his Spring 2024 track-and-field coaching contract.

16. Plaintiff never submitted an application for the 2024–25 cross-country or track-and-field coaching position jobs posted by the District.

17. Attached as Exhibit 7 is a true and correct copy of District Policy AC-AR Discrimination Complaint Procedure.

18. The District would have opened up plaintiff's coaching positions at Lake Oswego High School to other applicants based solely on the report that plaintiff, while coaching the track and field team at the State Finals, had referred to a female transgender competitor as a "fucking dude."

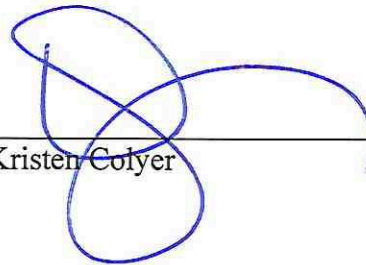
19. The 2024–25 District school year started on September 3, 2024.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

DATED this 18th day of October, 2024.

By:

Kristen Colyer



CERTIFICATE OF SERVICE

I hereby certify that on the 21st day of October, 2024, I served the foregoing

**DECLARATION OF KRISTEN COLYER IN SUPPORT OF LAKE OSWEGO SCHOOL
DISTRICT AND LAKE OSWEGO SCHOOL BOARD'S OPPOSITION TO
PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION** on the following parties at
the following addresses:

Luke D. Miller
Miller Bradley Law LLC
1567 Edgewater St NW PMB 43
Salem OR 97304
office@millerbradleylaw.com

M.E. Buck Dougherty III
Liberty Justice Center
Building 2
13341 W. U.S. Highway 290
Austin, TX 78737
bdougherty@libertyjusticecenter.org
Of Attorneys for Plaintiff

by electronic means through the Court's Case Management/Electronic Case File system.

/s/Taylor B. Lewis

Taylor B. Lewis

Lake Oswego School District

2023-2024

2023-2024 NOTIFICATION OF SALARY PLACEMENT - TEMPORARY 10 MONTH CLASSIFIED EMPLOYEE

Issued By: Lake Oswego School District on 9/21/2023

Parks, John Dalton III
19065 Nixon Ave
West Linn OR 97068

The following is a statement of your temporary assignment and salary for the 2023-2024 school year.

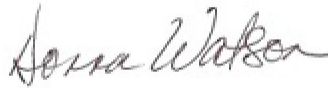
Primary Worksite: Lake Oswego High School

Employee ID: 1010869

Position Information

Position:	Special Ed Asst II - ACCESS 9-12	Start Date:	08/30/2023	End Date:	06/13/2024	Amount:	\$35,335.35
		Days:	186				
		FTE:	0.9375				
Hrs/Day:	7.5	Type:	Classified - 10 Month Temp				
Hourly Rate:	\$25.33	Salary Sch:	Class Step 7 Range 7				

Total Amount: \$35,335.35



Employee Signature

Date

Donna Watson
Executive Director of Human Resources

9/21/2023

Date

Acceptance Report

Name: John Dalton Parks

Document Name: 2023-2024 NOTIFICATION OF SALARY PLACEMENT -
TEMPORARY 10 MONTH CLASSIFIED EMPLOYEE.PDF

Contract Status: Accepted

Date Accepted: 12/11/2023 9:22:47 AM

Comments:

Just saw this in Tyler

Verified Contract Value Selected: If you have any questions, please call Human Resources at x2468.

I confirm my placement.

Value Selected:

Value Selected

**Lake Oswego School District
Extra Duty Coaching Assignment**


Name	Phone	Email	NFHS/ASEP	Concussion	Heat Illness Awareness	Steroid Training	Tackling & Contact
Parks, Johnathan	503-930-4307	john.parks.pdx@live.com	8/1/07	2/21/24	2/20/23	2/20/23	NA

Sport	Position	Salary	Sudden Cardiac	Spirit Safety	Preventing Discrim. Acts	Bullying, Hazing, Innapp. Behavior	First Aid/CPR/AED
Track & Field	B4	\$8,098.00	NA	NA	2/19/23	2/20/23	2/21/23

Record Check	I-9	Public School Works	Finger Printing	Contract Issued
7/31/23	2/2/23	7/31/23	OR licensed	2/22/24

LOSD Policies Affirmation	GBEC and IICA Policy
I understand while coaching I may not drink, use tobacco, or use drugs. This is during practice as well as supervision times where I am in care of students.	I have read and understand all of the Lake Oswego School District Board Policies and Procedures. I specifically reviewed policies GBEC "Drug Free Workplace" and the IICA "Field Trips and Special Events" policies and will adhere with those specifically.
AGREE (Initials) JP	AGREE- INITIAL BELOW JP

Dates of Assignment	Payment (Choose One)
2/26/24 5/11/24	I would like a lump sum payment at the end of the assignment.
I understand that the term for this assignment is limited to the dates listed above.	AGREE (Initials)
AGREE (Initials) JP	---OR---
	I would like equal monthly installments during the assignment
	AGREE (Initials) JP



ATHLETIC DIRECTOR SIGNATURE

AGREEMENT: By signing this Electronic Signature Acknowledgment Form, I agree that my electronic signature is the legally binding equivalent to my handwritten signature. Whenever I execute an electronic signature, it has the same validity and meaning as my handwritten signature. I will not, at any time in the future, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding.

John Parks

COACH SIGNATURE

AGREEMENT: By signing this Electronic Signature Acknowledgment Form, I agree that my electronic signature is the legally binding equivalent to my handwritten signature. Whenever I execute an electronic signature, it has the same validity and meaning as my handwritten signature. I will not, at any time in the future, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding.

LOSD Payroll Requirements		
I-9 Form	W-4 Form	PERS Form

From: Louis (Lou) Bailey <baileyl@loswego.k12.or.us>
Sent: Tuesday, May 28, 2024 10:54 AM
To: Marshall Haskins
Cc: donna.watson@loswego.k12.or.us; lou.bailey@loswego.k12.or.us;
beight_john@salkeiz.k12.or.us; Kelly Foster; Jon Franco; Mary Kane; peterw@osaa.org;
Larry Ramirez (ramirez_larry@salkeiz.k12.or.us)
Subject: Re: Letter of Concern/ Formal Complaint

Good morning Mr. Haskins:

We are in receipt of your email and formal complaint. LOHS administration will be processing it per our Discrimination Complaint Procedure - policy AC-AR and will be in contact with you.

Lou Bailey

On Fri, May 24, 2024 at 8:24 PM Marshall Haskins <mhaskins@pps.net> wrote:
May 24, 2024

Dear Mr. Bailey and Mr. Ramirez,

As a representative of Senior leadership for Portland Public Schools and as a member of the OSAA Executive Board, who has been appointed as the state representative for Equity, Diversity and Inclusion, I was appalled, disappointed and embarrassed for Lake Oswego and Salem Keizer School districts because of the behavior of one of your employees.

All students deserve the ability to compete in interscholastic events without feeling discriminated against or fearful of how they will be treated at an event. Unfortunately, one of your educators, John Parks, went out of his way to make a PPS African American Transgender track athlete feel unwelcome and discriminated against throughout the 23-24 track season and at the OSAA 6A State Championships in Eugene.

Park's behaviors were premeditated, calculated and discriminatory in an effort to deny our student's participation at the state tournament and to create a hostile environment to shame our student. Here are specific examples of the harassing discriminatory behavior:

- A. Sent email to OSAA in an effort to stop our student from participating at the state track meet.
- B. Contacted coaches from other schools prior to the state tournament asking them to submit letters, emails and call OSAA office to deny our student an opportunity to participate in the OSAA state tournament
- C. Contacted coaches from other schools telling them to boycott medal presentation at state tournament
- D. Coordinating phone calls with coaches to contact our families of student athletes related to state tournament participation
- E. Harassing our student athletes and their families prior and during the state tournament forcing them to participate in his personal agenda through calls, email and on site inquires
- F. Speaking negatively to our transgender student athlete on the podium at the medal presentation for the 200 M race.
- G. Communicating with student athletes at the state tournament, recommending they not participate in medal presentation if our student won either the 200 M or 400 M race

H. Riling up state tournament spectators in stands, including a large contingent from the Lake Oswego community to “boo” our student athlete during the medal presentation

As a TSPC licensed educator Mr. Parks behaviors (which are highlighted) are in direct contradiction to TSPC Standards of both an Component Educator and Ethical Educator.

584-020-0010

The Competent Educator

The educator demonstrates a commitment to:

- (1) Recognize the worth and dignity of all persons and respect for each individual;
- (2) Encourage scholarship;
- (3) Promote democratic and inclusive citizenship;
- (4) Raise educational standards;
- (5) Use professional judgment; and
- (6) Promote equitable learning opportunities

The Ethical Educator

The ethical educator is a person who accepts the requirements of membership in the teaching profession and acts at all times in ethical ways. In so doing the ethical educator considers the needs of the students, the district, and the profession.

- (1) The ethical educator, in fulfilling obligations to the student, will:
 - (a) Keep the confidence entrusted in the profession as it relates to confidential information concerning a student and the student’s family;
 - (b) Refrain from exploiting professional relationships with any student for personal gain, or in support of persons or issues; and
 - (c) Maintain an appropriate professional student-educator relationship by:
 - (A) Not demonstrating or expressing professionally inappropriate interest in a student's personal life;
 - (B) Not accepting or giving or exchanging romantic or overly personal gifts or notes with a student;
 - (C) Reporting to the educator's supervisor if the educator has reason to believe a student is or may be becoming romantically attached to the educator; and
 - (D) Honoring appropriate adult boundaries with students in conduct and conversations at all times.
- (2) The ethical educator, in fulfilling obligations to the district, will:
 - (a) Apply for, accept, offer, or assign a position of responsibility only on the basis of professional qualifications, and will adhere to the conditions of a contract or the terms of the appointment;
 - (b) Conduct professional business, including grievances, through established lawful and reasonable procedures;
 - (c) Strive for continued improvement and professional growth;
 - (d) Accept no gratuities or gifts of significance that could influence judgment in the exercise of professional duties; and
 - (e) Not use the district's or school's name, property, or resources for noneducational benefit or purposes without approval of the educator's supervisor or the appointing authority.
- (3) The ethical educator, in fulfilling obligations to the profession, will:
 - (a) Maintain the dignity of the profession by respecting and obeying the law, exemplifying personal integrity and honesty;
 - (b) Extend equal treatment to all members of the profession in the exercise of their professional rights and responsibilities;
 - (c) Respond to requests for evaluation of colleagues and keep such information confidential as appropriate; and
 - (d) Respond to requests from a Commission representative for information, furnish documents to the Commission, and participate in interviews with a Commission representative relating to a Commission investigation, except subject to the exercise of any legal right or privilege.

Mr. Parks’ behavior surrounding the participation of an african american transgender student athlete from our district was alarming, unprofessional and violated both of these standards.

In addition, in the NFHS coach handbook it states that “Coaches must constantly uphold the honor and dignity of the profession. In all personal contact with the student athlete, officials, athletic directors, school administrators, the state high school association, the media and the public, the coach shall strive to set an example of the highest ethical and moral conduct.”

It is the responsibility of Mr. Parks because of his immense influence with Lake Oswego student athletes and parents to teach and model sportsmanship. Mr. Parks did the opposite by harassing PPS students and families, and creating an environment that promotes hate and intolerance while advocating for the crowd to discriminate against a 15 year old African American transgender student who has done nothing wrong is unacceptable.

Mr. Parks should not be pushing his personal agenda. He should be following state law, OSAA policy while adhering to his responsibilities as a licensed educator and role model for student athletes teaching sportsmanship.

In closing, I hope Salem-Keizer and Lake Oswego school districts do what is necessary to make sure this behavior is dealt with in a way that is student centered and ensures that hate and intolerance is not what teachers and coaches in your district model.

This email shall serve as a Formal Complaint under

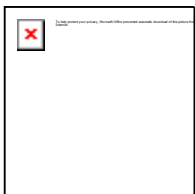
1. Lake Oswego
 - a. Non Discrimination Policy (AC-AR)
 - b. KL-AR(1)
2. Salem Kaiser
 - a. Hazing, Harassment and Bullying Student INS-A003
 - b. Bias Incidents and Symbols of Hate ADM-A012

Respectfully,

Marshall Haskins
Senior Director- PIL Athletics/ PPS

Cc:

Larry Ramirez- Director of Secondary Schools Salem Keizer SD
Donna Watson- Executive Director of Human Resources- Lake Oswego SD
John Beight- Executive Director of Human Resources and Title IX Director- Salem Keizer SD
Lou Bailey- Executive Director of Secondary Schools and Title IX Coord. - Lake Oswego SD
Mary Kane- Senior Legal Counsel- PPS
Jon Franco- Chief, Office of School Performance
Peter Weber- Executive Director- OSAA
Kelly Foster- Associate Director- OSAA



Marshall Haskins
Senior Director
PIL Athletics/ Portland Public Schools
Office: 503-916-3223
www.PILAthletics.com Twitter @PILAthletics

Compliments, Concerns, Complaints? [Let's Talk- Click Here](#)

--

Lou Bailey
Executive Director of Secondary Schools
Lake Oswego School District
503-534-2305

EMPLOYEE NO.: 1010869

MONTH/YEAR JUNE 2024

EMPLOYEE NAME: John Parks

BLDG. LOC: LOHS

Fill in this section with your

DAILY HOURS: 7.5

POSITION IA SEA Access

daily hours. The contract

WEEKLY HOURS: 37.5

SHIFT START 7:45 AM

hours will fill automatically.

END 3:45 PM

PLEASE TURN IN TIMESHEET TO YOUR SUPERVISOR ON THE LAST WORK DAY OF THE MONTH

Table with columns: WEEK-DAY, DATE APR, Contract Hours, Add'l Hours, Comp Hours, Total Hrs Wk, Leave Hours, Leave Codes, Reason for Add'l Hrs Comments on Leaves. Row 1: SAT 1, 7.5, 0, 0, 0, 7.5, 0, 0, 0. Row 2: TOTAL, 0, 0, 0, 0, 0, 0, 0, 0.

Table with columns: WEEK-DAY, DATE APR, Contract Hours, Add'l Hours, Comp Hours, Total Hrs Wk, Leave Hours, Leave Codes, Reason for Add'l Hrs Comments on Leaves. Row 1: SUN 2, 0, 0, 0, 0, 0, 0, 0, 0. Row 2: MON 3, 7.5, 0, 0, 0, 7.5, 0, 0, 0. Row 3: TUE 4, 7.5, 0, 0, 0, 7.5, 0, 0, 0. Row 4: WED 5, 7.5, 0, 0, 0, 7.5, 0, 0, 0. Row 5: THUR 6, 7.5, 0, 0, 0, 7.5, 0, 0, 0. Row 6: FRI 7, 7.5, 0, 0, 0, 7.5, 0, 0, 0. Row 7: SAT 8, 0, 0, 0, 0, 0, 0, 0, 0. Row 8: TOTAL, 37.5, 0, 0, 0, 37.5, 0, 0, 0.

Table with columns: WEEK-DAY, DATE APR, Contract Hours, Add'l Hours, Comp Hours, Total Hrs Wk, Leave Hours, Leave Codes, Reason for Add'l Hrs Comments on Leaves. Row 1: SUN 9, 0, 0, 0, 0, 0, 0, 0, 0. Row 2: MON 10, 7.5, 0, 0, 0, 6.25, 1.25, SL, 0. Row 3: TUE 11, 7.5, 0, 0, 0, 7.5, 0, 0, 0. Row 4: WED 12, 7.5, 0, 0, 0, 5.5, 2.00, SL, 0. Row 5: THUR 13, 7.5, 0, 0, 0, 0, 7.5, SL, 0. Row 6: FRI 14, 7.5, 0, 0, 0, 7.5, 0, NCD, 0. Row 7: SAT 15, 0, 0, 0, 0, 0, 0, 0, 0. Row 8: TOTAL, 37.5, 0, 0, 0, 26.75, 10.75, 0, 0.

Table with columns: WEEK-DAY, DATE APR, Contract Hours, Add'l Hours, Comp Hours, Total Hrs Wk, Leave Hours, Leave Codes, Reason for Add'l Hrs Comments on Leaves. Row 1: SUN 16, 0, 0, 0, 0, 0, 0, 0, 0. Row 2: MON 17, 7.5, 0, 0, 0, 7.5, 0, 0, NCD. Row 3: TUE 18, 7.5, 0, 0, 0, 7.5, 0, 0, 0. Row 4: WED 19, 7.5, 0, 0, 0, 7.5, 0, 0, 0. Row 5: THUR 20, 7.5, 0, 0, 0, 7.5, 0, 0, 0. Row 6: FRI 21, 7.5, 0, 0, 0, 7.5, 0, 0, 0. Row 7: SAT 22, 0, 0, 0, 0, 0, 0, 0, 0. Row 8: TOTAL, 37.5, 0, 0, 0, 37.5, 0, 0, 0.

Table with columns: WEEK-DAY, DATE APR, Contract Hours, Add'l Hours, Comp Hours, Total Hrs Wk, Leave Hours, Leave Codes, Reason for Add'l Hrs Comments on Leaves. Row 1: SUN 23, 0, 0, 0, 0, 0, 0, 0, 0. Row 2: MON 24, 7.5, 0, 0, 0, 7.5, 0, 0, 0. Row 3: TUE 25, 7.5, 0, 0, 0, 7.5, 0, 0, 0. Row 4: WED 26, 7.5, 0, 0, 0, 7.5, 0, 0, 0. Row 5: THUR 27, 7.5, 0, 0, 0, 7.5, 0, 0, 0. Row 6: FRI 28, 7.5, 0, 0, 0, 7.5, 0, 0, 0. Row 7: SAT 29, 0, 0, 0, 0, 0, 0, 0, 0. Row 8: TOTAL, 37.5, 0, 0, 0, 37.5, 0, 0, 0.

GRAND TOTAL 150.00 0 0 139.25 10.75

LEAVE CODES: (BL) BEREAVEMENT LEAVE, (CMU) COMP TIME USED, (FL) FLEX LEAVE, (HOL) HOLIDAY, (HRAL) HR APPROVED LEAVE, (JD) JURY DUTY, (NCD) NON CONTRACT DAY, (PL) PERSONAL LEAVE, (PRL) PROF DEVELOPMENT LEAVE, (SL) SICK LEAVE, (SN) SNOW DAY or LATE START, (UP) UNPAID LEAVE, (VAC) VACATION. PAYROLL USE ONLY: CODING: LOC pay type # hours. PAYROLL USE ONLY: REG: O/T: CME: BL: CMU: () FL: HL: JD: PL: PRL: SL: 10.75 SN: UL: () VAC: TOTAL HRS: 10.75

EMPLOYEE'S SIGNATURE [Signature]

* PLEASE RETAIN A COPY FOR YOUR RECORDS SUPERVISOR'S SIGNATURE [Signature]

I hereby certify the above to be an accurate report of time worked. All additional time has been approved in advance by my supervisor

I concur in the accuracy of the above record

AC-AR - Discrimination Complaint Procedure

[RETURN TO LOSD POLICIES \(HTTPS://WWW.LOSDSCHOOLS.ORG/FS/PAGES/5119\)](https://www.losdschools.org/fs/pages/5119)

Code: **AC-AR**

Revised/Readopted: 6/08/09; 10/06/14; 10/12/15; 11/06/17; 1/27/20; 1/11/22; 8/28/23

Any person, including students, staff, visitors and third parties, may file a complaint.

Complaints regarding discrimination or harassment, on any basis protected by law, shall be processed in accordance with the following procedures:

Step 1: Complaints may be oral or in writing and must be filed with the principal. Any staff member that receives an oral or written complaint shall report the complaint to the principal.

The principal shall investigate and determine the action to be taken, if any, and reply in writing, to the complainant within 10 school days of receipt of the complaint.

Step 2: If the complainant wishes to appeal the decision of the principal, the complainant may submit a written appeal to the superintendent or designee within five school days after receipt of the principal's response to the complaint.

The superintendent or designee shall review the principal's decision within five school days and may meet with all parties involved. The superintendent or designee will review the merits of the complaint and the principal's decision. The superintendent or designee will respond in writing to the complainant within 10 school days.

Step 3: If the complainant is not satisfied with the decision of the superintendent or designee, a written appeal may be filed with the Board within five school days of receipt of the superintendent's or designee's response to Step 2. The Board may decide to hear or deny the request for appeal at a Board meeting. The Board may meet with the concerned parties and their representative at the next regular or special Board meeting. The Board's decision will be final and will address each allegation in the complaint and contain reasons for the Board's decision. A copy of the Board's final decision shall be sent to the complainant in writing or electronic form within 10 days of receipt of appeal by the Board.

If the principal is the subject of the complaint, the individual may start at Step 2 and should file a complaint with the superintendent or designee.

If the superintendent is the subject of the complaint, the complaint may start at Step 3 and should be referred to the Board chair. The Board may refer the investigation to a third party.

Complaints against the Board as a whole or against an individual Board member, may start at Step 3 and should be submitted to the Board chair and may be referred to district counsel. Complaints against the Board chair may start at Step 3 and be referred directly to the Board vice chair.

The timelines established in each step of this procedure may be extended upon mutual consent of the district and the complainant in writing, but will not be longer than 30 days from the date of the submission of the complaint at any step. The overall timeline of this complaint procedure may be extended beyond 90 days from the initial filing of the complaint upon written mutual consent of the district and the complainant.

The complainant, if a person who resides in the district or a parent or guardian of a student who attends school in the district or a student, is not satisfied after exhausting local complaint procedures, the district fails to render a written decision within 30 days of submission of the complaint at any step or fails to resolve the complaint within 90 days of the initial filing of the complaint, may appeal^[1] the district's final decision to the Deputy Superintendent of Public Instruction under Oregon Administrative Rules (OAR) 581-002-0001 – 002-0023.

[1] An appeal must meet the criteria found in OAR 581-002-0005(1)(a).

DISCRIMINATION COMPLAINT FORM PDF ([HTTPS://WWW.LOSDSCHOOLS.ORG/FS/RESOURCE-MANAGER/VIEW/E1983199-8C9E-40B8-B57D-BD2B3479BA0D](https://www.losdschools.org/fs/resource-manager/view/E1983199-8C9E-40B8-B57D-BD2B3479BA0D))

BACK TO TOP

DISCRIMINATION COMPLAINT FORM

Any person, including students, staff, visitors and third parties, may file a complaint.

Name of Person Filing Complaint	Date	School or Activity
<input type="checkbox"/> Student/Parent	<input type="checkbox"/> Employee	<input type="checkbox"/> Job applicant
<input type="checkbox"/> Other _____		

Type of discrimination:

<input type="checkbox"/> Race	<input type="checkbox"/> Mental or physical disability	<input type="checkbox"/> Age
<input type="checkbox"/> Color	<input type="checkbox"/> Marital status	<input type="checkbox"/> Sexual orientation
<input type="checkbox"/> Religion	<input type="checkbox"/> Familial status	<input type="checkbox"/> Pregnancy
<input type="checkbox"/> Sex	<input type="checkbox"/> Economic status	<input type="checkbox"/> Discriminatory use of a Native American mascot
<input type="checkbox"/> National or ethnic origin	<input type="checkbox"/> Veterans' status	<input type="checkbox"/> Other _____
<input type="checkbox"/> Gender identity		

Specific complaint: (Please provide detailed information including names, dates, places, activities and results of the discussion.)

Karen O’Kasey, OSB No. 870696
E-mail: kok@hartwagner.com
Taylor B. Lewis, OSB No. 164263
E-mail: tbl@hartwagner.com
Zachariah H. Allen, OSB No. 122729
E-mail: zha@hartwagner.com
HART WAGNER LLP
1000 S.W. Broadway, Twentieth Floor
Portland, Oregon 97205
Telephone: (503) 222-4499
Facsimile: (503) 222-2301
*Of Attorneys for Defendants
Lake Oswego School District and
Lake Oswego School Board*

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION

JOHN PARKS,

Plaintiff,

v.

**LAKE OSWEGO SCHOOL DISTRICT;
LAKE OSWEGO SCHOOL BOARD;
OREGON SCHOOL ACTIVITIES
ASSOCIATION; PORTLAND PUBLIC
SCHOOLS; and MARSHALL HASKINS,
individually and in his representative
capacity for OREGON SCHOOL
ACTIVITIES ASSOCIATION and
PORTLAND PUBLIC SCHOOLS,**

Defendants.

Case No. 3:24-cv-1198-JR

**DECLARATION OF JENNIFER
SCHIELE IN SUPPORT OF LAKE
OSWEGO SCHOOL DISTRICT AND
LAKE OSWEGO SCHOOL BOARD’S
OPPOSITION TO PLAINTIFF’S
MOTION FOR PRELIMINARY
INJUNCTION**

I, Jennifer Schiele, do hereby declare as follows:

1. I am the Superintendent of the Lake Oswego School District. I make this

declaration in support of defendants' Opposition to Plaintiff's Motion for Preliminary Injunction.


2. Attached as Exhibit 1 is a true and correct copy of an email exchange between myself and plaintiff between June 28 – July 1, 2024.

3. I did not hear anything further from plaintiff in response to that email exchange.

4. The District would have opened up the track-and-field head-coaching position at Lake Oswego High School based solely on the report that plaintiff, while coaching the track and field team at the State Finals, had referred to a female transgender competitor as a “fucking dude.”

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

DATED this 21st day of October, 2024.

By: 
Jennifer Schiele

CERTIFICATE OF SERVICE

I hereby certify that on the 21st day of October, 2024, I served the foregoing

DECLARATION OF JENNIFER SCHIELE IN SUPPORT OF LAKE OSWEGO

SCHOOL DISTRICT AND LAKE OSWEGO SCHOOL BOARD'S OPPOSITION TO

PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION on the following parties at

the following addresses:

Luke D. Miller
Miller Bradley Law LLC
1567 Edgewater St NW PMB 43
Salem OR 97304
office@millerbradleylaw.com

M.E. Buck Dougherty III
Liberty Justice Center
Building 2
13341 W. U.S. Highway 290
Austin, TX 78737
bdougherty@libertyjusticecenter.org
Of Attorneys for Plaintiff

by electronic means through the Court's Case Management/Electronic Case File system.

/s/Taylor B. Lewis

Taylor B. Lewis



Jennifer Schiele <schielej@loswego.k12.or.us>

Re: Board Appeal

1 message

Jennifer Schiele <schielej@loswego.k12.or.us>

Mon, Jul 1, 2024 at 5:30 PM

To: "John.parks.pdx@live.com" <John.parks.pdx@live.com>, John Parks <parksj@loswego.k12.or.us>

Cc: Nancy Hungerford <nancy@hungerfordlaw.com>

Hello Mr. Parks,

I have reviewed your LOSD contracts and you signed two temporary contracts both of which have expired. There is no termination to appeal. You are welcome to apply for any 2024-25 positions. As we have said to your lawyer, please address any communication to the district's legal representative, Nancy Hungerford. I have included her in this email and her phone number is 503.781.3458. Thank you!

Best regards,
Jennifer Schiele

On Fri, Jun 28, 2024 at 3:45 PM John Parks <parksj@loswego.k12.or.us> wrote:
Jennifer,

I am formally requesting an appeal to the school board over the investigation that I responded to 2 days ago. Having not been provided guidance on the board appeal process I am requesting this from you at this time.

The response that seems to be your view is that I was in one year positions in both coaching and as an instructional aide but those roles do NOT lose their 1st Amendment rights as was made clear in the decision Kennedy v Bremerton Schools in 2022. But the termination letter that principal Colyer handed me at the end of the meeting and she termed it that, made clear as well that because of the investigation I was not being renewed.

Given that I was never required to reapply for my coaching positions in prior years nor have any of the assistants or other coaches at LOHS and that Principal Colyer told me I was not being asked back because of these findings I am well within my rights and the policy to appeal both the findings and the subsequent decisions made regarding my employment based on those findings.

It should be noted that I have spoken to many LO coaches in other sports led by football coaches and they are telling me they are 100% behind me and are waiting to see how my situation is finalized and they plan a significant response.

I would hope you would have a 3rd party non-biased entity take a look at the failings of the initial complaint, some failures in the investigation led by a failure to consider my 1st Amendment protected rights and a failure to provide lawful evidence as protected in the 6th Amendment. I will await your response as does the Lake Oswego community.

John Parks

--

Dr. Jennifer Schiele
Superintendent
Lake Oswego School District
503-534-2000



Karen O’Kasey, OSB No. 870696
E-mail: kok@hartwagner.com
Taylor B. Lewis, OSB No. 164263
E-mail: tbl@hartwagner.com
Zachariah H. Allen, OSB No. 122729
E-mail: zha@hartwagner.com
HART WAGNER LLP
1000 S.W. Broadway, Twentieth Floor
Portland, Oregon 97205
Telephone: (503) 222-4499
Facsimile: (503) 222-2301
*Of Attorneys for Defendants
Lake Oswego School District and
Lake Oswego School Board*

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION

JOHN PARKS,

Plaintiff,

v.

**LAKE OSWEGO SCHOOL DISTRICT;
LAKE OSWEGO SCHOOL BOARD;
OREGON SCHOOL ACTIVITIES
ASSOCIATION; PORTLAND PUBLIC
SCHOOLS; and MARSHALL HASKINS,
individually and in his representative
capacity for OREGON SCHOOL
ACTIVITIES ASSOCIATION and
PORTLAND PUBLIC SCHOOLS,**

Defendants.

Case No. 3:24-cv-1198-JR

**DECLARATION OF DONNA WATSON
IN SUPPORT OF LAKE OSWEGO
SCHOOL DISTRICT AND LAKE
OSWEGO SCHOOL BOARD’S
OPPOSITION TO PLAINTIFF’S
MOTION FOR PRELIMINARY
INJUNCTION**

I, Donna Watson, do hereby declare as follows:

1. I am the Executive Director of Human Resources at Lake Oswego School District


(District) and oversee hiring and other personnel matters for the District and our component schools, one of which is Lake Oswego High School (“LOHS”). I make this declaration in support of defendants’ Opposition to Plaintiff’s Motion for Preliminary Injunction.

2. The District posted a job opening for the Fall 2024 cross-country head coaching position at LOHS on June 17, 2024. The position was kept open until July 18, 2024. The position has been filled. Plaintiff John Parks did not submit an application for that position.

3. The District posted a job opening for the Spring 2025 track head coaching position at LOHS on June 17, 2024. The position was kept open until September 20, 2024. The position has been filled. Plaintiff John Parks did not submit an application for that position.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

DATED this 18th day of October, 2024.

By: 
Donna Watson

CERTIFICATE OF SERVICE

I hereby certify that on the 21st day of October, 2024, I served the foregoing

**DECLARATION OF DONNA WATSON IN SUPPORT OF LAKE OSWEGO SCHOOL
DISTRICT AND LAKE OSWEGO SCHOOL BOARD'S OPPOSITION TO
PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION** on the following parties at
the following addresses:

Luke D. Miller
Miller Bradley Law LLC
1567 Edgewater St NW PMB 43
Salem OR 97304
office@millerbradleylaw.com

M.E. Buck Dougherty III
Liberty Justice Center
Building 2
13341 W. U.S. Highway 290
Austin, TX 78737
bdougherty@libertyjusticecenter.org
Of Attorneys for Plaintiff

by electronic means through the Court's Case Management/Electronic Case File system.

/s/Taylor B. Lewis

Taylor B. Lewis