

IN THE CIRCUIT COURT OF TEXAS COUNTY, MISSOURI

HOUSTON R-1 SCHOOL DISTRICT,)
)
 PLAINTIFF,)
)
 v.)
)
 MISSOURI STATE HIGH SCHOOL)
 ACTIVITIES ASSOCIATION, a voluntary)
 non-incorporated association, by and)
 through its Board of Directors: MARK)
 LINNEMAN, TRAVIS DITTEMORE,)
 DANIEL CLEMENS, KEVIN SMITH,)
 JOSH HOENER, JOSH SCOTT, CRAIG)
 GIBBS, DAVID JONES, and AARON VITT,)
)
 DEFENDANTS.)

Case No:

PETITION

COMES NOW, Plaintiff Houston R-1 School District, and for its Petition for

Temporary Restraining Order, Preliminary Injunction, and for Permanent Injunction, pursuant to Rule 92.02 of the Missouri Rules of Civil Procedure, states:

PARTIES

1. Plaintiff Houston R-1 School District (the "District"), is an organized school district in Texas County, Missouri.
2. Defendant Board of Directors of the Missouri State High School Activities Association ("MSHSAA"), is a voluntary not-for-profit unincorporated association of schools by and through its Board of Directors (the "Directors"), which each may be served at the following locations:

- a. Mr. Mark Linneman, Director of Athletics/Activities, 9515 Tesson Ferry Road, St. Louis, Missouri 63123;
- b. Mr. Travis Dittimore, Superintendent, 702 Main Street, DeKalb, Missouri 64440;
- c. Dr. Daniel Clemens, Superintendent, 2000 NE 46th Street, Kansas City, Missouri 64116;
- d. Mr. Kevin Smith, Superintendent, 101 West Lamine Street, Lincoln, Missouri 65338;
- e. Mr. Josh Scott, District Athletic Director, Springfield Public Schools, 1359 East St. Louis Street, Springfield, Missouri 65802;
- f. Mr. Craig Gibbs, Principal, 40 N. Fourth Street, St. Genevieve, Missouri 63670;
- g. Mr. David Jones, Principal, 12860 Fee Fee Road, St. Louis, Missouri 63146;
- h. Mrs. Heather Helsel, Principal, 10135 State Road C, Mokane, Missouri 65059;
- i. Dr. Aaron Vitt, Superintendent, 740 Cleveland, Paris, Missouri 65275.

FACTS

- 3. At all times relevant hereto, the District was a member of MSHSAA.
- 4. Among other activities of the District, the Houston Varsity Volleyball team competes in Missouri Class 2 Volleyball.
- 5. Houston won the Class 2 District 8 Volleyball Tournament on October 23, 2023, by defeating Licking.
- 6. The District subsequently learned that on October 21, 2023, a member of the Volleyball team who played in the district championship game also participated in the Salem

Memorial Hospital Mammography Volley for a Cure co-ed volleyball tournament, which was a fundraiser for Breast Cancer prevention, which was unknown to the District's coach.

7. Upon learning of this possible rule violation, the District self-reported to MSHSAA.

8. On October 25, 2023, the District learned that MSHSAA had ruled the activity to be in violation of By-Law 3.13.

9. MSHSAA further ruled, citing By-Law 1.2.3.a.1, that the penalty for the violation was forfeiture of the championship game and therefore the district championship.

10. School Districts and Student Athletes across our state including, but not limited to, Houston, have a strong interest in seeing that MSHSAA is held accountable when it applies its By-Laws in an arbitrary and capricious manner, and, in fact, contrary to what the By-Laws actually say, as in this matter.

11. At all times relevant hereto, MSHSAA maintained, and continues to maintain, By-Law 3.13, which allows student-athletes to participate in non-school competitions such as the fundraiser in question in this case.

12. At all times relevant hereto, the By-Laws allowing non-school competition participation did not prohibit student-athletes from participating in those events when specific conditions listed in the By-Laws are met.

13. The athlete alleged to have violated the By-Laws met the required conditions for participation set forth in the By-Laws: that she did not represent the District and did not wear a

school uniform; that her participation was entirely voluntary; and that she provided her own transportation.

14. On information and belief, there were members of the Licking Volleyball team and perhaps other teams from Class 2 District 8 who played in the same charity fundraiser, yet there has been no investigation regarding their participation and possible violations of By-Laws, nor any investigation into the charity game itself to determine whether it met the criteria of a prohibited competition.

15. On information and belief, the event in question was not a "competition" as defined by MSHSAA. Games were co-ed, nets were not standard height, the scores were a running joke and not kept accurately on purpose, there were no uniforms, and the money raised was for a charity (See MSHSAA Handbook 3.13.2). MSHSAA is under an obligation of its own By-Laws to investigate this matter, and at the very least, the nature of the event they have casually labeled a competition, it was not.

16. The practical effect of Houston's forfeiture would be to award Licking a district championship, while they (Licking) may be in violation of the same By-Laws requiring Houston's forfeiture.

17. MSHSAA abused its discretion in determining punishment for the alleged violation, ignoring options such as reprimands or future ineligibility for just the player in question (See By-Law 3.13.6), and instead declared an entire team ineligible and stripped them of their title, because of one player who abided by MSHSAA rules, but even in the worst light, only committed a minor infraction.

18. By Missouri state law and MSHSAA rules and By-Laws, student athletes across our state may receive hundreds of thousands of dollars in so-called "NIL" (Name, Image, and Likeness) contracts, sometimes exceeding what even professional athletes earn playing their sport, which is compensation which goes into the pockets of the athletes. The contrast is striking that in the matter before this court, the District's team is being penalized in the harshest manner available to MSHSAA for one player volunteering her time to raise money for cancer prevention.

19. The poorly written By-Law in question, and the extreme interpretation of the By-Laws MSHSAA cites in this matter would cause most if not all student athletes to be deemed ineligible to compete in sports, perhaps the simplest example being organized "competitions" they are required to participate in as part of their P.E. credits in school, not to mention pick-up playground games, Wednesday night church games, and even family back yard games (See MSHSAA Handbook 3.13.2).

20. MSHSAA has not followed its own guidelines and requirements pursuant to the Board Policy on Reported Violations (see MSHSAA Handbook p. 134), which requires at a minimum that the Board of Directors vote on whether to commence an investigation, notification of the District of that determination, notification of the identity of the reporting party, and then an actual investigation. None of this was done here.

21. The decision by MSHSAA is arbitrary and capricious, not in accordance with the rules and By-Laws of MSHSAA and are inconsistent with the association's charter and By-Laws, in that:

- a. MSHSAA failed to conduct a good faith investigation of the charity event in question, to include all schools in the district.

b. MSHSAA failed to follow and uphold its own By-Laws, which clearly and unambiguously state that student athletes are allowed to participate in non-school competitions when they, like the athlete in question, don't wear a school uniform, participate voluntarily, and provide their own transportation.

c. The decision by MSHSAA would take away a championship earned by this team because one member volunteered her time on a Saturday to raise money for Breast Cancer prevention, in an activity clearly allowed by MSHSAA, and would award the championship to another team who also had members participate in the same charity event, for the sole reason that Houston was the only school who self-reported the activity.

d. MSHSAA abused its discretion in applying the most severe means of punishment available to it under its By-Laws for what is, even if looked at in the light most favorable to MSHSAA, an unintentional and very minor infraction.

e. MSHSAA treats, by its own policies, some athletes as professional celebrities profiting off of their ability to play in high school sports, while in the matter before the court, punishing in the most severe way possible an act of charity, which in no way violated its By-Laws.

22. The conduct of MSHSAA in this decision subverts even the very mission statement of MSHSAA, which states its purpose is to "promote the value of participation, sportsmanship, team play, and personal excellence to develop citizens who make positive contributions to their community and support the democratic principles of our state and nation."

23. The District will suffer irreparable harm since the runner-up team, Licking, is scheduled to play in the State Sectionals tonight, October 26, 2023. Absent this Court's

intervention, Houston will not be allowed to compete in the playoff game it earned the right to compete in and will also forfeit the chance to advance to the state championship, and the District has no adequate remedy at law against MSHSAA.

COUNT I – APPLICATION FOR AN EMERGENCY TEMPORARY RESTRAINING ORDER

24. Plaintiff restates, realleges, and incorporates Paragraphs 1 through 18 of this Petition as if fully set forth herein.

25. MSHSAA has taken away Houston's earned opportunity to advance to a state championship.

26. MSHSAA has caused, and continues to cause, immediate irreparable harm to the District, as the next round of the state tournament is scheduled to be played tonight, October 26, 2023.

27. Accordingly, and for each reason stated herein, the District has an ascertainable right in need of immediate protection.

28. Plaintiff is requesting that this Court enter a Temporary Restraining Order, enjoining the MSHSAA from denying Houston the place it earned in the Sectionals round of the state volleyball tournament until such time that a Preliminary Injunction hearing can be scheduled for the Court to make a determination on all pending issues herein.

29. No party would be prejudiced by the issuing of a Temporary Restraining Order in this matter, as such, Plaintiff requests that any bond required not exceed one thousand dollars (\$1,000.00). Games can be rescheduled, the only prejudice that exists is that of Houston's, and a group of girls who have given their all for a chance to compete for their state's championship.

WHEREFORE, Plaintiff prays that this Court enter a Temporary Restraining Order, an O enjoining Defendants from imposing the forfeiture which would take away the district championship Houston won, and for such other and further relief as to this Court seems proper under the circumstances.

COUNT II – REQUEST FOR PRELIMINARY INJUNCTION

30. Plaintiff restates, realleges, and incorporates Paragraphs 1 through 18 of this Petition as if fully set forth herein.

31. The MSHSAA has taken away Houston’s earned opportunity to advance to a state championship.

32. MSHSAA has caused, and continues to cause, immediate irreparable harm to the District, as the next round of the state tournament is scheduled to be played tonight, October 26, 2023.

33. Accordingly, and for each reason stated herein, the District has an ascertainable right in need of immediate protection.

34. Plaintiff is requesting that this Court enter a Preliminary Injunction, enjoining the MSHSAA from denying Houston the place it earned in the Sectionals round of the state volleyball tournament, pending a hearing for a permanent injunction.

COUNT III – REQUEST FOR PERMANENT INJUNCTION

35. Plaintiff restates, realleges, and incorporates Paragraphs 1 through 18 of this Petition as if fully set forth herein.

36. The MSHSAA has taken away Houston's earned opportunity to advance to a state championship.

37. MSHSAA has caused, and continues to cause, immediate irreparable harm to the District, as the next round of the state tournament is scheduled to be played tonight, October 26, 2023.

38. Accordingly, and for each reason stated herein, the District has an ascertainable right in need of immediate protection.

39. Plaintiff is requesting that this Court enter a Permanent Injunction, enjoining the MSHSAA from denying Houston the place it earned in the Sectionals round of the state volleyball tournament.

WHEREFORE, Plaintiff prays the Court:

- A. Enter a Temporary Restraining Order enjoining the Defendant from requiring the forfeiture of Houston's class 2 district 8 Volleyball championship until such time as evidence can be presented and a preliminary or permanent injunction be heard;
- B. Enter, after evidence is adduced and heard, a Preliminary Injunction;
- C. Enter, after evidence is adduced and heard, a Permanent Injunction; and
- D. Award the District their attorney's fees, costs, and for all further relief the Court deems just and proper.

/s/ Douglas D. Gaston

Douglas D. Gaston
1215 S. Sam Houston Blvd.
Houston, MO 65483

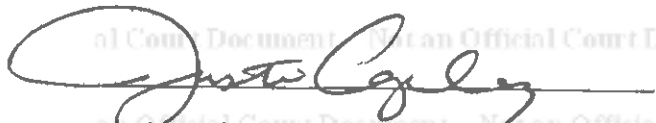
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STATE OF MISSOURI)

COUNTY OF TEXAS)

The undersigned person, being duly sworn on his oath, states that he has read the foregoing document is

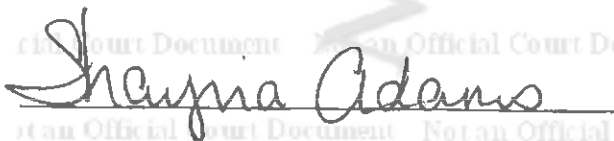
true to the best of his knowledge and belief.



Justin Copley, Superintendent

Houston R-1 School District

Subscribed and sworn to before me this 26th day of October 2023.



Notary Public

My Commission Expires 8/19/2027

