

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA

LINNET BROOKS, AARON BROOKS,	:	CIVIL ACTION
MICHAEL LUCY, ELIZABETH YODER,	:	
and MEGAN ABPLANALP on behalf of	:	
their minor daughters A.B., R.L., and Q.H.,	:	
	:	
	:	
Plaintiffs,	:	No.
	:	
v.	:	Jury Trial Demanded
	:	
STATE COLLEGE AREA SCHOOL	:	
DISTRICT,	:	
	:	
Defendant.	:	

COMPLAINT

Plaintiffs bring this Complaint against Defendant, the State College Area School District and allege the following in support thereof:

1. Parents Linnet Brooks, Aaron Brooks, Michael Lucy, Elizabeth Yoder, and Megan Abplanalp bring this Temporary Restraining Order/Preliminary Objection, Declaratory Action, and Complaint for Monetary Damages on behalf of their minor daughters, A.B., R. L., and Q.H for the intentional exclusion of females from educational opportunities by the State College Area School District.

JURISDICTION AND VENUE

2. Plaintiffs bring this suit under Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681, et seq, and its interpreting regulations and the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution as enforced through 42 U.S.C. § 1983. This Court has jurisdiction over Plaintiffs' Federal law claims pursuant to 28 U.S.C. §§ 1331, 1343(a)(3) and 1343(a)(4).
3. Declaratory and other relief is authorized pursuant to 28 U.S.C. § 2201 and 28 U.S.C. §2202 for the purpose of determining a question of factual controversy that exists between the parties. A declaration of the correct interpretation of the legal requirements described in this complaint is necessary and appropriate to determine the respective rights and duties of the parties to this action
4. Venue is proper in the Middle District of Pennsylvania pursuant to 28 U.S.C § 1391(b), because the events giving rise to Plaintiffs' claims occurred in this District. All Plaintiffs reside in the district, as does the Defendant State College Area School District.

PARTIES

5. Plaintiffs are the parents and natural guardians of A.B., R.L., and Q.H., who are female students residing in the district of and attend the State College Area School public school system (collectively “Plaintiff Parents” and “Plaintiff Players”). Plaintiff Players have all participated in ice hockey previously.
6. The State College Area School District public school system (“SCASD”) is the public school system for State College and surrounding townships in Centre County, Pennsylvania. SCASD’s main office is located at 240 Villa Crest Dr., State College, PA 16801.
7. SCASD ice hockey club teams are sanctioned SCASD club sports teams that compete in the Laurel Mountain Hockey League. The SCASD ice hockey club teams are required to be chartered by a sponsoring school and have an academic advisor.
8. The SCASD ice hockey club’s academic advisor is an employee of the SCASD school system and is paid an extra stipend by the school system to act as the academic advisor.

9. The Laurel Mountain Hockey League (“LMHL”) is a hockey league that facilitates interscholastic play between participating schools. Only teams with school sponsorship and school academic advisors are allowed to play in the league.
10. The SCASD ice hockey teams compete in the LMHL as a “Closed (Pure) Program,” meaning that the players must “attend a sponsoring school district that fields a team...” (Exhibit “A”; LMHL 2021-2022 Playing Rules; Eligibility - Teams, Art 2, §2.01(B)(1)). Students who “do not attend the sponsoring school district are not allowed to play for the associated team.” Id. In order for a team to qualify to be a closed program, “[p]layers must follow sponsoring school district policies.” Id. Art 2, §2.01(B)(1). The LMHL requires the certification of academic eligibility and must be “Declared in good academic standing with attending school district.” Id. Art 2, §2.03(H)
11. The State College Area School District Ice Hockey Club, also registered as the SCASD Ice Hockey Club a/k/a SC Ice Hockey Club, (“IHC”) is a parent-run booster club incorporated in Pennsylvania and organized to help facilitate the SCASD ice hockey club teams’ play in the LMHL. (Exhibit “B”; IHC “By-laws of SC Ice Hockey Club”). The IHC has no ability to enter a team in the LMHL without school sponsorship and is reliant on

SCASD school sponsorship. SCASD ceded complete and unfettered control of the ice hockey club teams to IHC and/or the IHC appointed coaches, therefore IHC is an agent in fact of SCASD for the administration and organization of the ice hockey club teams. However, the IHC has no authority within its own by-laws for such actions and no legal agreement with the school that states such authority.

12. The State College Youth Ice Hockey Association (“SCYIHA”) is a private organization that accommodates league play in the Pittsburgh Area Hockey League (“PAHL”). SCYIHA does not need school sponsorship in order to roster teams in PAHL and is not subject to Title IX. These teams are typically associated with ice rinks and not schools.

BACKGROUND

13. In or about 2001, SCASD created a club program for sports that were not within purview of the Pennsylvania Interscholastic Athletic Associate (“PIAA”). (Exhibit “C”; 2001 SCASD club sport application packet). This came at the behest of SCASD students who played ice hockey for private teams and wished to be officially recognized by SCASD so they could compete in the scholastic hockey league. The SCASD club sports programs are afforded the same status as a SCASD recognized PIAA sport: referred in the daily announcements and bulletins, reported on in the school and

local newspapers, posting signs with administrative approval, the award of letters, yearbook space, same access to facilities, etc. Id. at p.4 §4.

14. The sports club application establishes that “the coach will be responsible for the Club Sports team in all aspects of the program...” Id. at p.3, §3(B)). It was the intention of SCASD to cede complete operational control to third-parties and retain no oversight of the club programs.
15. Club sports are recognized as “a ‘Class A’ State College Area School District Related Organization.” Id. p.4 § 5. Non-profit/non-school related organizations, which is what the IHC would be if it was truly independent of SCASD, are “Class C.” Id.
16. In or about 2004, the IHC formed as a parent run not-for-profit corporation designed to help facilitate the teams play in the LMHL. The mission of the organization is to “provide opportunities ” to middle school and high school students. (Exhibit “B” – By-laws of SC Ice Hockey Club).
17. The IHC’s primary place of business is located at 650 Westerly Parkway, South Building, State College, PA 16801, which is the physical location of SCASD’s State College Area High School. (Exhibit “D”; Pa. Dept. of State registration).
18. At some point after formation of the IHC, SCASD ceded 100% control of the SCASD ice hockey club teams to the parent run IHC instead of the

designated coach. There were no written or oral agreements as to the transfer of control, however, it was apparently the intent of SCASD to have no supervisory oversight whatsoever as to the administration or operation of the SCASD ice hockey club teams.

19. From 2004 until at least 2016 there would be one or two middle school teams, based upon the number of SCASD students trying out.
20. Traditionally, SCYIHA, the private ice hockey organization local to State College, supports a girls team that competes in the PAHL. For various reasons, SCYIHA did not roster a girls team for the 2022-2023 playing season and is not expected to do so in the near future. While it attempted to do so, SCYIHA was unable to successfully roster a co-ed team that could accommodate female athletes over the age of 12.
21. In or about February of 2022, it was known that the opportunities for females to participate on SCYIHA league teams would be limited and Plaintiffs gave notice to the IHC that the best viable option to accommodate the female athletes would be to make sure there were enough middle school teams to roster as many athletes as possible. The middle school teams are co-ed and non-checking, which made it optimal for both male and female athletes.

22. On April 12, 2022, the SCASD middle school team had tryouts where 34 SCASD students attended, including at least 4 females.
23. On April 15, Plaintiff Parents emailed the appointed coach of the middle school team, reiterating the lack of opportunities for females and pointing out that there were enough players trying-out to roster two middle school teams. This was declined due to a theoretical lack of ice times available, despite the IHC not actually enquiring about ice times available. (Exhibit “E”; e-mail dated April 15, 2022).
24. On April 19, 2022, Plaintiff Parents emailed a representative at Pegula Ice Arena, which is owned and operated by the Pennsylvania State University, in order to see if a second middle school team was possible. The representative stated that the ice arena would be happy to work with the interested parties to accommodate the female athletes, but someone from the IHC would need to initiate those conversations. (Exhibit “F” e-mail dated April 20, 2022).
25. On April 26, 2022, a second try-out for the middle school team was held. One of the female athletes who had attended the prior try-outs did not return because she knew that the chances of gaining a roster spot competing with the boys was futile.

26. On April 27, 2022, the final roster for the 2022-2023 middle school team was posted. Nineteen boys but no females were rostered.
27. Of the nineteen boys who were rostered on the middle school team, all but one were also rostered on one or more other hockey teams, including but not limited to the private SCYIHA league and tournament teams. It is believed that at least six of the boys are rostered on a total of three separate teams playing at Pegula Ice Arena.
28. Plaintiff Parents reached out to the IHC board to again ask it to accommodate the female athletes since there were currently no girls over the age of 12 rostered on any team located in State College while at the same time there were boys rostered on as many as three teams. (Exhibit “G”; e-mail dated April 27, 2022).
29. On April 28, 2022, in an attempt to find some sort of solution that would accommodate the female athletes, Plaintiff Parents again reached out, even offering to have a third party mediate the situation. Chrissie Ebeck, the President of the IHC, again stated that it was due to lack of ice time. Ms. Ebeck stated that the IHC Board’s decision to roster only one middle school team was final. (Exhibit “H”; e-mail dated April 28, 2022).
30. It is the position of the IHC that it is not subject to Title IX or any other statutory or constitutional protections for SCASD students because they are

a private corporation. Despite being a recipient of federal assistance and an operator of a public school sports team, the IHC believes it is exempt from anti-discrimination laws.

31. On April 29, 2022, Plaintiff Parents sought the intervention of the SCASD school system in the situation since the third-party parents who controlled the IHC were not amenable to finding solutions. (Exhibit “I” – email dated April 29, 2022). Plaintiffs explained the situation to Chris Weakland, SCASD athletic Director, Dr. Seria Chatters, SCASD Diversity and Inclusivity officer, and Andrew Wilson, the ice hockey club academic advisor appointed by SCASD.
32. On or about April 29, 2022, it is believed that Chris Weakland met with the academic advisor, Andrew Wilson, to confirm that there would be no financial impact to SCASD if there was a second middle school team. Andrew Wilson was supportive of adding a second team and could offer no reason as to why SCASD should not do so.
33. No later than April 29, 2022, SCASD had actual knowledge that the female students were interested in forming a team and that there were enough players to form a team, that there was no cost to the school associated with the team formation, and the academic advisor was in approval of the expanded opportunities for the female athletes.

34. On or about May 3, 2022, Chris Weakland, as a representative of SCASD, met with the IHC board where he requested that the IHC roster a second team, however, the IHC informed Mr. Weakland that he was without authority to suggest and/or insist on the rostering of a second middle school team.
35. Accepting that SCASD had ceded 100% control of the ice hockey teams to the third-party parents with no retained oversight, SCASD made no further attempt to accommodate the female athletes or communicate with Plaintiff Parents.
36. On May 12, 2022, believing that SCASD had given written authority to the IHC to administer the ice hockey club program, Plaintiffs sought an injunction in the Court of Common Pleas, Centre County, Pennsylvania, Docket No. 2022-0997. Believing that SCASD wanted to find a resolution, Plaintiffs provided SCASD an advanced copy of the injunction in hopes that all parties could enter into a dialogue to find solutions. Despite knowing otherwise, SCASD failed to inform Plaintiffs that SCASD had no actual agreement with the IHC and that SCASD was the ultimate responsible party.
37. On May 15, 2022, the IHC retaliated against the female athletes by stating that they would need to travel to Altoona, a city more than 40 miles from

Pegula, and play for a private Catholic school if they wanted to compete on a team in the same league as SCASD. SCASD endorsed the retaliation and unequal treatment. The requirement to play for a private religious institution is also a violation of Plaintiff Players' First Amendment rights.

38. The IHC then expanded their excuse for not rostering a second team in order to create more artificial barriers, stating it was a safety concern to have more than 19 players on the ice during practice. The IHC was unable to articulate an actual number of players that could practice safely.
39. SCASD knew at all times that the safety concern was completely false and that USA Hockey, the parent organization of all hockey programs in the United States, has practice plans for upwards of 45 players on the ice at a time.
40. On May 17, 2022, despite knowing that the safety concerns were a blatant falsehood, Plaintiffs gave notice that they had enough players, coaches, and **a separate ice time** to roster a second team without any impact to the IHC, however, this offer to the IHC was not accepted with no reason ever given.
41. Alternatively, on May 19, 2022, Plaintiffs asked SCASD to be able to roster a second team independently from the IHC which was also declined. SCASD stated that it was not interested in sponsoring a second team that would accommodate the female athletes.

42. Therefore, on May 19, 2022, SCASD knowingly and intentionally blocked the girls from forming their own team and knowingly and intentionally violating Title IX and the 14th Amendment of the U.S. Constitution.
43. On or about May 23, 2022, it became known to Plaintiffs that SCASD had never entered into any written or oral agreement with the IHC for the operation and administration of the SCASD ice hockey club.
44. On May 31, 2022, Plaintiff Parents contacted the acting SCASD Superintendent, Curtis Johnson, asking for SCASD to ensure that SCASD student were not being discriminated against due to gender or other immutable characteristics when participating in third-party clubs such as the IHC. Mr. Johnson explained that it was the position of SCASD that once a club is controlled by a third-party, SCASD is no longer responsible to protect the rights of its students during club activities.
45. On June 2, 2022, Plaintiff Parents filed a Title IX grievance with Linda Pierce, SCASD's Title IX Coordinator. It was the position of the Title IX Coordinator that as long as the females had an opportunity to try out for the co-ed team, the Title IX requirements were fully met.
46. Linda Pierce informed Plaintiffs that the Title IX investigation would be completed between June 30 and July 11, 2022.

47. On July 27, 2022, still having no word from SCASD, Plaintiff Parents enquired about the status of the Title IX investigation. SCASD responded that the investigation had not yet been completed because they were performing a financial impact analysis to investigate the cost associated with expanding the SCASD ice hockey club program to accommodate the female middle school athletes, even though SCASD knew at all times relative that there would be no additional financial impact to the school.
48. On or about the same day, it was officially announced that SCASD ice hockey club program would be adding a high school Junior Varsity team to accommodate the boys who did not or could not make the high school Varsity team.
49. To Plaintiffs' knowledge, no financial impact analysis was conducted to investigate costs associated with rostering a Junior Varsity team to accommodate male athletes who had not made the varsity team. This is because SCASD knew at all times relative that there would be no additional financial impact to the school.
50. SCASD knew at all times relative that time was of the essence in accommodating the female students due to the need to schedule ice time, with practices starting at the end of August and games beginning in October.

51. On August 15, 2022, SCASD issued a report in response to the Title IX grievance filed by Plaintiffs in which SCASD admits that it is in overall non-compliance with Title IX. (Exhibit “Q”; Title IX response dated August 15, 2022).
52. SCASD conducted a three prong analysis of its Title IX compliance as is laid out by court precedence, including 1) substantial proportionality; 2) a history and continuing practice of expanding sports participation opportunities for girls; or 3) full and effective accommodation of the athletics interest of the girls enrolled at the school. Id. at p.5, ¶1.
53. SCASD found that it **was not** in compliance with prong one of Title IX analysis and the participation gap overall was at 9.471% and its participation gap in high school grades was 12.191%. Id. at p.5, ¶6. SCASD acknowledge that anything over 5% is out of compliance.
54. SCASD found that it **was not** in compliance with prong two of the Title IX analysis and that it had not made significant strides in expanding access to females in recent history. Id. at p.6, ¶1.
55. SCASD **was not** in compliance with prong three by knowingly by intentionally denying Plaintiffs the opportunity to form their own team, however, SCASD tried to dismiss prong three by essentially finding that

females do not really want to participate in sports, therefore, SCASD does not need to look at providing more opportunities for them. Id. at p.7, ¶4.

56. The report issued by SCASD also appears to be flawed in several ways where SCASD attempts to justify its non-compliant status, including but not limited to:

- a. Failure to recognize that sport clubs explicitly fall within Title IX.
- b. Inappropriately counting cheerleading and/or competitive cheerleading as a Title IX sport in order to try to meet its numbers.
- c. Double counting the same female participants and/or sports (e.g. Cheerleading and Competitive Cheerleading).
- d. Failure to count the 19 middle school ice hockey players in their proportional analysis, bringing the proportional difference between male and female middle school participation to 5.3%, outside SCASD's own delineated safe harbor provision.
- e. That it has no requirements for the addition of new female sports.
- f. Failure to account for adding a Junior Varsity team that will accommodate disproportionately more boys than girls.
- g. Failure to account that it did not include any of the ice hockey club sports in its analysis which would have shown even poorer compliance.

- h. Claiming that the ice hockey team is supposedly “co-ed” but bases acceptance on physical ability, which is not equal between males and females.
- i. Falsely claiming that there is no interest by female participation to play ice hockey after intentionally blocking the girls from forming their own team.
- j. Falsely claiming that monetary expenditures between male and female sports are equal, by allocating equal shares of money toward males and females in co-ed sports when there not equal numbers of males and females participating (e.g. wrestling where SCASD, solely for the purposes of it Title IX analysis, allocates the funds 50/50 between boys and girls sports even though there are 74 boys and only one girl on the co-ed PIAA teams).
- k. SCASD spends approximately 19% more per year on male athletes than female athletes, that is \$70.87 more per each male athlete than female athlete per year, or a total of \$215,788.
- l. Finding that forcing girls to play at a private Catholic school in a city 80 miles further away, round trip, is an inconvenience to female athletes as opposed to a blatant violation of Title IX.
- m. Not addressing LGTBQ+ discrimination.

n. Failure to account for there being absolutely no justifiable reason not to accommodate the female athletes request to play ice hockey.

(Exhibit “Q”; Title IX response dated August 15, 2022, *generally*).

57. Most significantly, SCASD justified its exclusion of girls from playing ice hockey because it found that it had “maxed out its sports offerings for girls and that there are not other sports that could be offered in which there is enough interest by the girls to be able to field a team. This is especially so at the middle school level.” (Exhibit “Q”; p.7 ¶4).
58. Recipients of federal funding are precluded from using discriminatory methods in assessing athletic interests. (See Dear Colleague Letter dated April 20, 2010 at P.4 https://www2.ed.gov/about/offices/list/ocr/letters/colleague-20100420_pg4.html).
59. Recipients should be assessing “interests of the underrepresented sex by examining: ... requests by students and admitted students that a particular sport be added... participation in club or intermural sports... interviews with students, admitted students, coaches, administrators and others regarding interest in particular sports...” Id. at P.6.

60. SCASD determined that, since there were fewer girls playing soccer than boys and that there were fewer girls playing basketball than boys, that there was no interest in girls playing ice hockey. (Exhibit “Q”; p.7 ¶4).
61. SCASD’s assertion was obviously knowingly false since they had intentionally blocked the girls from the opportunity to form their own team. There was female interest in ice hockey and had not maxed out the sports offerings or the Title IX Complaint would not have been initiated.
62. Despite knowing at all times that a second middle school team would have no financial impact on SCASD, SCASD spent seventy-five days on the investigation in a brazen attempt to run out the clock on the female athletes.
63. There was no similar investigation into costs associated with the addition of the Junior Varsity team when male athletes benefited from it. The JV team was added with no questions asked.
64. Each time that SCASD applies for or receives federal financial assistance, as a condition precedent to receipt of federal funds, SCASD must file an Assurance of Compliance with the Department of Education that it is in Title IX compliance. 34 C.F.R. § 106.4.
65. SCASD has done nothing and plans to do nothing to correct its Title IX non-compliance.

**FIRST CLAIM OF RELIEF- MOTION FOR DECLARATORY
JUDGMENT**

66. Plaintiffs incorporate by reference the preceding paragraphs as if set forth in length.
67. SCASD maintains that it has no connections to the ice hockey club teams other than to recognize the ice hockey club teams existence via the SCASD Academic Advisor so the teams can compete in the LMHL, and therefore it has no Title IX or other responsibilities to the students.
68. Title IX requires that “[a] recipient which operates or **sponsors** interscholastic, intercollegiate, **club** or intramural athletics **shall** provide equal athletic opportunity for members of both sexes.” 34 C.F.R. § 106.41 (*Emphasis added*).
69. Plaintiffs are unable to find any statutory or case law that would in any way support this position that SCASD can escape Title IX or other constitutional protections for its students by turning the club over to third-party parents and/or a volunteer coach.
70. The U.S. Department of Education, Office of Civil Rights specifically recognizes that “private sponsorship does not in any way change or diminish a school's obligations under Title IX.” (See Dear Colleague Memo July 11, 2003 at <https://www2.ed.gov/about/offices/list/ocr/title9guidanceFinal.html>).

71. SCASD has never entered into a written or oral agreement with the IHC regarding the operation or administration of the ice hockey club teams, however, SCASD has at all times relative recognized the IHC or the coach appointed by the IHC as the sole responsible party for the club teams. The IHC has no express written authority to limit membership based upon the IHC's choosing.
72. Notwithstanding the hereinbefore, at all times relevant, the IHC has held itself out to be part of the State College Area School District.
73. The principal location of the IHC is at State College Area High School, located at 650 Westerly Parkway, State College, PA 16801. (Exhibit "B"; By-laws of SC Ice Hockey Club, Art. II, §2.01). This is the same address as listed with the Pennsylvania Department of State. (Exhibit "D"; PA Dept. of State registration).
74. The purpose of the IHC is to support a "scholastic" team for the benefit of the "youth living or enrolled in the State College Area School District." (Exhibit "B"; Art. I, §1.02).
75. The IHC web-presence is maintained on the SCASD owned and maintained website, with the title "Ice Hockey Club" directly below the logo of "State College Area High School." (Exhibit "J"). Website changes must go through SCASD IT.

76. Neither SCASD or the IHC add any disclaimers of IHC independence from the SCASD school system and/or the SCASD ice hockey club teams and invite students to try out for the 2022-2023 teams to “represent your school ...” (Exhibit “K”).
77. The SCASD owned and maintained IHC website lists the IHC Board but does not make note that the IHC Board members are not employed by or agents of the SCASD school system. (Exhibit “L”).
78. The SCASD owned and maintained IHC website has a section for “Important Policy Documents.” This section is devoid of Articles of Incorporation, By-Laws, or any other documents that would indicate or suggest that the Ice Hockey Club is independent of the SCASD school system. (Exhibit “M”).
79. The SCASD owned and maintained IHC website has a section for “Important Policy Documents” which makes no notice, disclosure, or mention that students are waiving any constitutional or statutory rights by joining or attempting to join the SCASD ice hockey club teams. Id.
80. In order to play for the SCASD ice hockey club teams, the SCASD requires players to fill out and submit the State College Area School District Report of Physical Examination as is required for all SCASD sports teams.

81. In order to play for the SCASD ice hockey club teams, the players are required to follow all SCASD academic and other eligibility requirements.
82. The SCASD ice hockey club teams are featured in both the high school and middle school yearbooks as a “winter sport.” (Exhibit “N”).
83. The SCASD ice hockey club teams are afforded a spot in the high school homecoming parade.
84. The SCASD ice hockey club teams are afforded use of SCASD school system media outlets.
85. The SCASD ice hockey club teams are advertised by the SCASD school system in print and digital media as a SCASD sanctioned club or activity. (Exhibit “O”).
86. In order for the SCASD ice hockey club teams to continue to compete in the LMHL, they must have an academic advisor. (Exhibit “C”, p.3 §3).
87. The academic advisor is responsible for communicating, advising, counseling, and many other actions that benefit the IHC and/or the SCASD ice hockey club teams.
88. The academic advisor is appointed and paid by the SCASD school system without input of the IHC. (Exhibit “B”, Art. VII, §7.06). The “advisor shall ensure communication between the school and the club, assist with

scheduling use of school facilities, and report matters related to the club to the school district administration as necessary.” Id.

89. At all times relevant, the IHC has accepted and benefited from SCASD’s public state and federal funding, including but not limited to accepting the benefit of SCASD hosting and maintaining its website.
90. At all times relevant, the IHC has accepted and/or benefited from SCASD’s public state and federal funding, including but not limited to accepting the benefit of a publicly funded and chosen SCASD academic advisor.
91. At all times relevant, the IHC has accepted and/or benefited from SCASD’s public state and federal funding, including but not limited to using a publicly funded high school as its principal place of business.
92. At all times relevant, the IHC has accepted and/or benefited from the ability to use the SCASD public school system’s name, logos, and other intellectual property rights.
93. At all times relevant, the IHC has accepted and/or benefited from, and SCASD has allowed the use of, a public school system’s media outlets.
94. At all times relevant, the IHC has accepted and/or benefited from, and SCASD has allowed the use of, a public-school system’s advertising in SCASD Student Handbook and other media.

95. The IHC advertised on the SCASD-owned and maintained Ice Hockey Club website, its tryout schedule. (Exhibit “K”).
96. SCASD does not deny that they are responsible for its club sports teams, only that it takes a “hands off approach.” (Exhibit “Q”; p.4 ¶2).
97. SCASD’s assertion that there are no connections between SCASD and the IHC, coaches, or the ice hockey club teams, and therefore SCASD is excused from Title IX and other discriminatory protections is without merit.

WHEREFORE, Plaintiffs ask that this Court enter an order declaring that Defendant, the State College Area School District, is responsible for the Title IX and other rights of its students who participate in the SCASD sponsored ice hockey club program.

**SECOND CLAIM OF RELIEF - MOTION FOR TEMPORARY
RESTRAINING ORDER/PRELIMINARY INJUNCTION FOR
VIOLATIONS OF TITLE IX**

98. Plaintiffs incorporate by reference the preceding paragraphs as if set forth in length.
99. Title IX provides in pertinent part that: “No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.” 20 U.S.C. § 1681(a).

100. Subsequent regulations provide that “[n]o person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, intercollegiate, club or intramural athletics offered by a recipient.” 34 C.F.R. § 106.41(a).

101. Subsequent regulations provide further provide that “[a] recipient which operates or sponsors interscholastic, intercollegiate, club or intramural athletics shall provide equal athletic opportunity for members of both sexes.” 34 C.F.R. § 106.41(c)(*emphasis added*).

102. Recipients are specifically prohibited from, on the basis of sex:
- a. Provide different aid, benefits, or services or provide aid, benefits or services in a different manner;
 - b. Deny any person any such benefit or service;
 - c. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit, or service to students or employees.
 - d. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

(34 C.F.R. § 106.31(b)(2), (3), (6) & (7)).

103. At all times relative, SCASD has accepted and benefited from federal funds and assistance, operates or sponsors interscholastic, club, or intramural athletics and SCASD is subject to Title IX.

104. Taking a “hands off” approach to club sports was wantonly negligent and it was easily foreseeable that turning a blind eye to the acts of third-party parents would lead to eventual discrimination in many forms. (Exhibit “Q”; p.4 ¶2).

105. SCASD is also subject to the Constitution of the United States.

106. In order to prevail on injunctive relief in general, petitioners must demonstrate that 1) they are likely to succeed on the merits; 2) they are likely to suffer irreparable harm in the absence of preliminary relief; 3) the balance of equities tips in favor of the petitioner; and 4) an injunction is in the public interest.

107. In order to prevail on a Title IX preliminary injunction, more specifically, plaintiffs must show discrimination is a failure of “effective accommodation” based on 34 C.F.R. § 106.41(c)(1), or “equal treatment” based on 34 C.F.R. § 106.41(c)(2)-(10). See Biediger v. Quinnipiac Univ., 691 F.3d 85, 92 (2d Cir. 2012).

1. Failure of effective accommodation

108. At all times relative, SCASD knew that there was a significant interest in girls playing ice hockey for the SCASD club team.
109. At all times relative, SCASD knew that there were enough players, coaches, and opportunity for ice time available for a second middle school team in order to accommodate the needs of all SCASD students.
110. At all times relative, SCASD knew that there would be no additional financial impact on the school system. All additional costs would be funded by the players' parents.
111. At all times relative, SCASD knew that the academic advisor was willing to accommodate the second middle school team with no additional financial burden to the school system.
112. At all times relative, SCASD knew or should have known that it was not in Title IX compliance.
113. No later than August 15, 2022, SCASD knew that it was in overall non-compliance with Title IX but decided that girls don't really want to play sports and therefore ruled out accommodating female athletes on the middle school ice hockey team.

114. At all times relative, SCASD knew that boys and girls are not on a level playing field when competing against each other for limited roster spots on a co-ed sports team.
115. The stated philosophy of SCASD interscholastic athletics is “[t]he Board of School Directors believes that the purpose of an interscholastic athletic program is to provide learning experiences that will contribute to the personal, physical and psychological development of the individual student athlete ... Hence, participation in interscholastic athletics can serve an important role in meeting the needs of our students within the total educational process.” (See State College Area School District Athletic Department – Student Athlete/Parents Handbook, Exhibit “N” p.3).
116. The Student Athlete/Parents Handbook further states “At the Middle School / Junior High level, student-athlete participation and development of skills in a sport are valued above the winning of contests. It is an expectation that at a middle school competition, all student-athletes will participate.” Id at p.22.
117. Despite the foregoing, SCASD knowingly and intentionally blocked the female athletes from forming their own team for no express reason other than they are not interested in doing so, while at the same time

accommodating male athletes who did not make the Varsity team by creating a Junior Varsity team.

118. SCASD knows that it is in stark violation of Title IX by excluding females while at the same time, creating more opportunities for males.

2. Failure to provide equal treatment

119. After blocking the girls from forming their own team, on May 17, 2022, the IHC and SCASD stated that the only accommodation they would make for female athletes is to have them join a private Catholic school team located in Altoona, Pennsylvania in the same league the SCASD teams play in. The Catholic school team practices at Galactic Ice Arena in Altoona, PA.

120. Galactic Ice Arena is more than forty additional miles away (80 miles round trip) from Pegula Ice Arena.

121. Galactic Ice Arena is an additional hour and a half or more of round-trip travel time.

122. Playing for a different school denies Plaintiff Players a SCASD academic advisor, access to tutors, training facilities, and institutional support afforded to the counterpart male athletes. (Exhibit “Q”; p.7 “Amenities”).

123. Plaintiffs would be forced to play for a religious school in violation of their First Amendment Rights.

124. SCASD does not deny that the discrimination in facilities, academic tutoring service, institutional support or practice schedule is unequal treatment in its response to Plaintiffs' Title IX Complaint. (Exhibit "Q"; p.9 "VII. Retaliation").
125. SCASD believes that female athletes having to travel further, spend more money, and spend more time than their male counterparts is a mere inconvenience as opposed to unequal treatment.
126. SCASD and the IHC are forcing Plaintiffs to accept unequal treatment in order to participate in athletics and are in clear violation of Title IX.

3. Plaintiffs are Likely to Succeed on the Merits

127. Plaintiffs are likely to succeed on the merits. Plaintiffs have laid out, and Defendant has admitted to, *per se* violations of Title IX. Despite knowing it is in violation, Defendant has stated that it has no intent on rectifying the violations and continued to block the girls from playing ice hockey.

4. Plaintiffs will Suffer Irreparable Harm.

128. Plaintiff Players will suffer irreparable harm unless SCASD is stopped from excluding Plaintiffs from the middle school ice hockey club program.
129. Plaintiff Players will lose valuable time to develop as athletes and individuals if they are not allowed to participate in SCASD sports clubs. (Exhibit "P"; Affidavit of Christine Brooks with CV).

5. The Balance of Equities Tips in Favor of Plaintiffs.

130. The balance of equities weighs heavily in favor of the Plaintiff Players.

There would be no financial detriment to SCASD and SCASD would be fulfilling its mission statement which is to educate and prepare students for the future.

6. Precluding SCASD from Discriminating Against its Female Students is in the Public Interest.

131. Congress passed Title IX specifically because it is in the best interest of society to ensure that females have equal access to educational opportunities.

WHEREFORE, Plaintiffs, on behalf of their minor children, request that this Court enter judgment on their behalf, requiring Defendant to ensure that the female athletes are readmitted to the ice hockey club and rostered to the SCASD middle school ice hockey club team with equal treatment and benefits as all other members of the ice hockey club as well as any other remedies deemed necessary and proper including cost of suit and reasonable attorney fees.

**THIRD CLAIM OF RELIEF - MOTION FOR TEMPORARY
RESTRAINING ORDER/PRELIMINARY INJUNCTION FOR
VIOLATIONS OF THE EQUAL PROTECTION CLAUSE OF THE
FOURTEENTH AMENDMENT TO THE UNITED STATES
CONSTITUTION.**

132. Plaintiffs incorporate by reference the preceding paragraphs as if set forth in length.

133. In addition to SCASD violating Title IX, SCASD also violated Plaintiffs' constitutional protections and therefore violated 42 U.S.C. § 1983.

134. Plaintiffs are entitled to a temporary restraining order and/or preliminary objection for SCASD's acts and omissions.

135. SCASD, acting under color of law, deprived Plaintiff Players of their rights by adopting and implementing policies that discriminate against Plaintiff Players.

WHEREFORE, Plaintiffs, on behalf of their minor children, request that this Court enter judgment on their behalf, requiring Defendant to ensure that the female athletes are readmitted to the ice hockey club and rostered to the SCASD middle school hockey team with equal treatment and benefits as all other members of the ice hockey club teams as well as any other remedies deemed necessary and proper including costs of suit and reasonable attorney fees.

**FOURTH CLAIM OF RELIEF- MONETARY DAMAGES FOR
VIOLATIONS OF TITLE IX**

136. Plaintiffs incorporate by reference the preceding paragraphs as if set forth in length.
137. At all times relative, SCASD knew or should have known that they were in non-compliance with Title IX.
138. At all times relative, Plaintiff Parents have offered to engage in dialogue in order to resolve this matter in good faith.
139. At all times relative, SCASD has refused to engage in any good faith dialogue to resolve the matter even while knowing that they were in current violation of Title IX, asserting that the prospects of litigation over the matter precluded it from attempting to resolve the matter without litigation.
140. SCASD only offers unequal accommodations to Plaintiffs where they must spend more time and money and also be deprived of the other benefits that are offered to the boys who are rostered on the ice hockey team.
141. Despite knowing at all times that there was no additional cost to the school system, SCASD engaged in a seventy-five day economic analysis in order to prolong the Title IX investigation and to run out the clock on the Plaintiffs' ability to participate in the 2022-2023 playing season.
142. Indeed, after Plaintiffs complained of lack of accommodation and equal treatment, SCASD and the IHC added a new Junior Varsity hockey team

without going through an economic analysis, showing that SCASD's intent at all times was to exclude the female students from athletic opportunities.

143. SCASD retaliated against Plaintiffs for asserting their rights.

144. Even after actual knowledge that it was in non-compliance with Title IX, SCASD failed to act and continued to block girls from forming their own team.

145. Plaintiffs have suffered and will continue to suffer economic damages from Defendant's intentional discrimination.

WHEREFORE, Plaintiffs ask for not less than \$100,000.00 as well as costs of suit, reasonable attorney fees, and any other relief as may be just and equitable.

**FIFTH CLAIM OF RELIEF - MONETARY DAMAGES FOR
VIOLATIONS OF THE EQUAL PROTECTION CLAUSE VIA 42
U.S.C. §1983**

146. Plaintiffs incorporate by reference the preceding paragraphs as if set forth in length.

147. Defendant's policy of not supervising its agents, and its policy of allowing third parties to discriminate against its students directly affects Plaintiffs.

148. Defendant's policy of taking a "hands off approach" to the sports club program despite knowing of discrimination violates Plaintiffs' rights.

(Exhibit "Q"; p.4, ¶ 2).

149. Defendant's policy and actions by not timely investigating Title IX complaints discriminates against Plaintiffs.

150. Defendant did intentionally and/or with reckless disregard of Plaintiffs' rights, did exclude female students from participating in educational opportunities.

151. Defendant retaliated against Plaintiffs for asserting their rights.

152. Plaintiffs have suffered and will continue to suffer economic damages from Defendant's intentional discrimination.

WHEREFORE, Plaintiffs ask for not less than \$100,000.00 as well as costs of suit, reasonable attorney fees, and any other relief as may be just and equitable.

**SIXTH CLAIM OF RELIEF - MONETARY DAMAGES FOR
NEGLIGENT HIRING, TRAINING, RETENTION OR
SUPERVISION OF EMPLOYEES - LINDA PIERCE**

153. Plaintiffs incorporate by reference the preceding paragraphs as if set forth in length.

154. At all times relevant, SCASD was required to delegate a Title IX coordinator whose responsibility it is to ensure compliance with Title IX requirements. 65 F.R. 52857.

155. Linda Pierce was required to take remedial action once Title IX deficiencies were identified. Discrimination. 34 C.F.R. § 106.3

156. Linda Pierce specifically found that engaging in specifically prohibited actions such as "providing different aid, benefits, or services, and/or deny any person any such benefits or service..." 34 C.F.R. § 106.31(b)(2) & (3).

157. Linda Pierce specifically did "[a]id or perpetuate discrimination against [Plaintiff Players] by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit, or service to students or employees." 34 C.F.R. § 106.31(b)(2) & (3).

158. SCASD's Title IX compliance coordinator, Linda Pierce, was not competent in her duties as a Title IX coordinator.

159. SCASD failed to properly train, supervise, or retain its Title IX compliance coordinator.

160. SCASD's Title IX coordinator failed in her duties as the coordinator, including but not limited to:

- a. Failing to understand Title IX law;
- b. Failing to understand that club sports are encompassed into Title IX;
- c. Reporting that SCASD was in non-compliance but taking no action;
- d. Failing to accurately compute Title IX compliance numbers;
- e. Failing to recognize Plaintiff Players as individuals who are interested in athletic opportunities.

161. Due to SCASD's failure to properly hire, train, supervise, or retain a competent Title IX coordinator, Plaintiffs have suffered and will continue to suffer economic damages from Defendant's intentional discrimination.

WHEREFORE, Plaintiffs ask for not less than \$100,000.00 as well as costs of suit, reasonable attorney fees, and any other relief as may be just and equitable.

**SEVENTH CLAIM OF RELIEF - MONETARY DAMAGES FOR
NEGLIGENT HIRING, TRAINING, RETENTION OR
SUPERVISION OF EMPLOYEES/AGENTS - GARY STIDSEN**

162. Plaintiffs incorporate by reference the preceding paragraphs as if set forth in length.

163. At all times relative, SCASD was responsible for the acts or omissions of its employees and/or sports club coaches.

164. SCASD recognizes the sports club coach as the responsible party in charge of its club sports team, specifically stating "... it is understood that the coach will be responsible for the Club Sports team in all aspects of the program including practices, games/matches and meetings." (Exhibit "C"; Part 3(B); Exhibit "Q"; p.4, ¶ 2).

165. SCASD reiterates the coaches' role as the responsible party as to all aspects of the program. SCASD's intent was to have a "hands off approach"

because it had delegated responsibility of all aspects to the coach. (Exhibit “Q”; p.4, ¶ 2).

166. Gary Stidsen is the head coach for the SCASD middle school team, and therefore responsible for all aspects of the team, including compliance with all statutes and regulations.

167. Gary Stidsen is an employee or agent in fact of SCASD.

168. SCASD failed to properly hire, train, supervise, or retain Gary Stidsen to ensure its club programs were in compliance with the constitution, statute, or regulations relevant to public school sports programs.

169. Gary Stidsen did intentionally exclude Plaintiff Players from the middle school ice hockey club team.

170. Gary Stidsen did intentionally create artificial barriers in order to deprive Plaintiff Players of their rights to participate in educational opportunities.

171. SCASD knew, or reasonably would have known, that Gary Stidsen was not adequately trained in regards to the constitution, statute, or regulations relevant to public school sports programs.

172. SCASD knew no later than April 29, 2022 that Gary Stidsen was intentionally attempting to deprive Plaintiff Players of their rights to participate in educational opportunities.

173. SCASD continued to allow Gary Stidsen to have control of all aspects of the middle school ice hockey club team.

174. Due to SCASD's failure to properly hire, train, supervise, or retain a competent coach, Plaintiffs have suffered and will continue to suffer economic damages from Defendant's intentional discrimination.

WHEREFORE, Plaintiffs ask for not less than \$100,000.00 as well as costs of suit, reasonable attorney fees, and any other relief as may be just and equitable.

Respectfully submitted,

Dated: August 23, 2022

/s/ Aaron Brooks /s/
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