

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

GARY BOYES,)
) No.
 Plaintiff,)
) **COMPLAINT FOR INJUNCTIVE**
 v.) **AND DECLARATORY RELIEF**
) **Not subject to mandatory**
 SALEM-KEIZER SCHOOL) **arbitration**
 DISTRICT, a political subdivision)
 of the State of Oregon,)
)
 Defendant.)
)
)
)

Plaintiff alleges:

1.

Gary Boyes is the natural father of two children who attend school in the Salem-Keizer School District. Gary Boyes' daughter, Shanna Boyes, attends Walker Middle School. Gary Boyes' son, Gary, attends North Salem High School.

2.

Both of the above-referenced schools and the School District have entered into contracts with Channel One. Channel One is a private broadcast network which provides programming and commercials aimed at

school children. Representative contracts concerning Channel One entered into by the school district and the schools within the district are attached hereto as Exhibits A, B and C and incorporated herein by reference. Under the terms of the contracts, the schools have agreed to broadcast Channel One on at least 90% of the days that school is in session, and have agreed to require their students to view Channel One's content, including commercial advertisements. In exchange for forcing students to watch Channel One's programming, the schools are provided with televisions for school use.

3.

Each school year, approximately five full school days are consumed by the time it takes children to watch Channel One programming.

4.

School board contracts with Channel One are contracts to procure equipment, and the contracts have been entered into without the use of a public bidding or procurement process.

FOR A FIRST CLAIM FOR RELIEF for violation of the Oregon Constitution, plaintiff alleges:

5.

Plaintiff realleges and incorporates by reference paragraphs 1 through 4 above.

6.

The Channel One contracts and the conduct of the District and the schools are unconstitutional in the following particulars:

(1) The contract creates a coercive atmosphere in which Gary Boyes and Shanna Boyes are subjected to Channel One's commercial programming at school in violation of Article 1, Section 8 of the Oregon Constitution.

(2) Submitting Gary Boyes and Shanna Boyes to Channel One's commercial speech infringes upon their right to an education under the Oregon Constitution.

(3) Channel One's exercise of control over programming and content is an unlawful delegation of powers to educate school children reserved to the government under the Oregon Constitution.

(4) The economic value conferred upon Channel One through having a captive audience far exceeds the value of the equipment provided by Channel One to the school district such that the contract constitutes an impermissible private gift in violation of the Oregon Constitution.

(5) Requiring students to participate in group viewings of private commercials is in violation of the Oregon Constitution's prohibition against involuntary servitude.

FOR A SECOND CLAIM FOR RELIEF, for violation of the Oregon public bid laws, plaintiff alleges:

7.

Plaintiff realleges paragraphs 1-6 above.

8.

The value of the televisions obtained by the school board exceeds \$5,000.00.

9.

The schools and District entered into the Channel One contracts in violation of ORS 279.015.

WHEREFORE, plaintiff prays for judgment as follows:

(1) For a judgment adjudicating the rights and settling the controversies as between the parties.

(2) For a judgment determining and adjudicating that forcing schoolchildren to watch private network television on 90% of the days that they attend school is unconstitutional.

(3) For preliminary and permanent injunctive relief prohibiting the school district from forcing schoolchildren to watch Channel One and prohibiting the school district from allowing Channel One to infringe upon

the integrity of the Oregon school system and/or interfere with any child's education in the State of Oregon.

(4) For a declaration that the Channel One contracts are subject to the public bid laws.

(5) For plaintiff's costs and disbursements, including attorney fees (allowable under the common benefit doctrine) incurred herein.

DATED this _____ day of April, 2003.

Mark McDougal, OSB #89086
Linda Williams, OSB #78425
of Attorneys for Plaintiff