

IN THE DISTRICT COURT OF CARTER COUNTY  
STATE OF OKLAHOMA

KOLTON DEWAYNE ELLIS

Plaintiff,

vs.

INDEPENDENT SCHOOL DISTRICT NO. 32  
OF CARTER COUNTY, OKLAHOMA,  
a/k/a Lone Grove Public Schools; *et al.*,

Defendants.

Case No. CJ-2020-247

**FILED**  
IN DISTRICT COURT

DEC 28 2020

RENEE BRYANT, Court Clerk  
Carter County, Oklahoma

**DEFENDANTS' COMBINED BRIEF IN OPPOSITION TO  
PLAINTIFFS' MOTION FOR INJUNCTIVE RELIEF AND IN SUPPORT  
OF DEFENDANTS' MOTION TO DISMISS**

This combined brief in opposition to the *Plaintiff's Motion for a Temporary Restraining Order and Temporary Injunction* and in support of the *School District Defendants' Motion to Dismiss* is submitted by defendants (a) Independent School District No. 32 of Carter County, Oklahoma, commonly known as the Lone Grove Public Schools (the "School District" or "District"), (b) Meri Jane Miller, in her official capacity as Superintendent, and (c) District board of education members Darryl Howard (President), Steven Pierce (Vice-President), Jared Cheek, Jeremy Berryhill,<sup>1</sup> and Danny

---

<sup>1</sup> Jeremy Berryhill no longer resides within the School District's boundaries. As a result, the District's board of education has declared his seat vacant and he is no longer a member of the board of education as of December 14, 2020. *See* OKLA. STAT. tit. 70, § 5-107A(B)(2).

Long—all in their official capacities, and (d) the Lone Grove Public Schools Board of Education (collectively referred to as the “School District Defendants”).

### **Introduction**

Plaintiff Kolton Ellis (“Kolton”) graduated from the School District with a standard high school diploma on May 15, 2020, having earned 27.5 credit—two and one half more credits that were required under state law for his graduation. During high school, Kolton attended the District as a transfer student because he did not live within the geographical boundaries of the District.

Despite having been conferred a standard high school diploma, Kolton now brings this action challenging his graduation. Specifically, Kolton seeks a declaration from the court rescinding his graduation from the District, as well as an order requiring the District to enroll him as full-time student so that he may “repeat his senior year” as a “fifth year senior” and access “all programs of instruction and other activities offered” to District students. *See Verified Petition*, pp. 11-12.

To achieve the nullification of his graduation, Kolton asks the court to adopt a graduation criterion that does not exist under Oklahoma law—namely mastery of state-mandated courses. In seeking an order requiring the District to reenroll Kolton for a fifth year at the District and not the school district in which he resides, Kolton also asks the court to ignore the requirements of Oklahoma’s Education Open Transfers Act. Finally, in seeking to attend the District full-time with full opportunities to avail himself of all of the District programs—including sports—Kolton seeks the court to permit him to attend

school more favorably than students who are denied a standard diploma. Simply, none of the relief requested by Kolton is supported by Oklahoma law.

### **Argument and Authorities**

#### **A.**

#### **Oklahoma Law Related to Graduation from High School**

Oklahoma law establishes the criteria a student must meet in order to graduate high school with a standard high school diploma. OKLA. STAT. tit. 70, § 11-103.6. Graduation requires a student to receive 26 high school credits in multiple academic subject areas based on standards established by the Oklahoma State Board of Education (the "State Board") through the Oklahoma State Department of Education ("OSDE"). OKLA. ADMIN. CODE tit. 210, Ch. 15(3). Academic class credit for graduation is given to a student receiving an A, B, C, or D grade, with only a failing grade (commonly a "F") resulting in credit being withheld.

Nowhere within the Oklahoma statutes or applicable administrative regulations does there exist a requirement that a student achieve some undefined level of successful mastery of state-mandated courses in order to earn a credit that applies towards graduation. Once a student obtains the required academic credits and graduates, the student no longer has a right to further attend a public school in Oklahoma. *See* OKLA. STAT. tit. 70, § 11-103.6.

**B.**

**Oklahoma Law Related to Residency**

A public school is required to provide a public education to students living within its geographical boundaries. For a student who does not, the student can attend the school district provided the student seeks an appropriate transfer or as otherwise permitted by state law.

Kolton does not reside within the geographical boundaries of the Lone Grove Public Schools. Rather, he resides in the Plainview school district and this is his home school district. For high school, Kolton attended the District on an Open Transfer. *See Request for OSSAA Hardship Eligibility Clarification, OSSAA Eligibility Record Form for Students in Grades 7-12, Exhibit B to Verified Petition.*

Open transfers are governed by Oklahoma's Education Open Transfer Act ("Open Transfer"). OKLA. STAT. tit. 70, §§ 8-101.1 – 8-113. A parent (or a student if of the age of majority) is required to obtain the OSDE's Open Transfer application form, complete it, and file it with the superintendent of the receiving district. Such an application is available online from the OSDE's website<sup>2</sup> and must be filed with the superintendent of the receiving district no later than May 31 of the school year preceding the school year for which the transfer is required. OKLA. STAT. tit. 70, § 8-103(A).

---

<sup>2</sup> The Student Open Transfer Application is available online at [https://sde.ok.gov/sites/ok.gov.sde/files/documents/files/Parent\\_App-Open\\_Student\\_Transfer\\_01122016\\_0.pdf](https://sde.ok.gov/sites/ok.gov.sde/files/documents/files/Parent_App-Open_Student_Transfer_01122016_0.pdf). There is no action required by a school district related to the timely submission of a Transfer Application by a parent or student.

Kolton's petition initiating this action does not allege either that he resides in the District or that he, or a parent, timely filed an Open Transfer application with the District's superintendent by May 31, 2020. As a result, Kolton has not established a right to attend the District—either as a matter of right or as a transfer student for the 2020-2021 school year. He does, however, have the right to attend his home school district—Plainview—in the event the court deems it proper to rescind Kolton's graduation and grant him an additional time in school.

C.

**Oklahoma Law Regarding Denial of Graduation**

As previously noted, graduation terminates a student's right to further attend a public school in Oklahoma. *See* OKLA. STAT. tit. 70, § 11-103.6. It is only when a student has been **denied** a diploma that Oklahoma law allows a student to seek reenrollment at a school district. However in such an instance, a student is allowed remediation to complete the credits the student requires in order to complete his/her graduation requirements—not a complete entire school year and accompanying athletics as Kolton seeks. This is clearly set forth in OKLA. STAT. tit. 70, §11-103.6(Q), which provides:

Students who have been **denied** a standard diploma by the school district in which the student is or was enrolled for failing to meet the requirements of this section may re-enroll in the school district that denied the student a standard diploma following the denial of a standard diploma. **The student shall be provided remediation or intervention and the opportunity to complete the curriculum units or sets of competencies required by this section to obtain a standard diploma. Students who re-enroll in the school**

**district to meet the graduation requirements of this section shall be exempt from the hourly instructional requirements of Section 1-111 of this title and the six-period enrollment requirements of this section. (emphasis added).**

### **Proposition I**

#### **A Temporary Restraining Order or a Temporary Injunction May Not Be Entered To Change the Status Quo**

The purpose of both a temporary restraining order (“TRO”) and a temporary injunction is to preserve the status quo. *Kurtz v. Clark*, 2012 OK CIV APP 103, ¶ 16, n.8, 290 P.3d 779, 786, n.8 (noting that the purpose of a TRO is to restrain the defendant for a short time and goes no further than to preserve the status quo pending a hearing on the application for a temporary injunction); *Weis v. Renbarger*, 1983 OK CIV APP 50, ¶ 7, 670 P.2d 609, 610-11 (observing that the “purpose of a temporary injunction is to preserve the situation of parties in status quo until a final determination of the controversy....Its function is not to change the position of the parties” (citations omitted)). *See, also, Kenmen Engineering v. City of Union*, 314 F.3d 468, 474 (10<sup>th</sup> Cir. 2002) (recognizing that under Oklahoma law, “a temporary injunction operates ‘to preserve the status quo,’” not to change the position of the parties).

The status quo as of the filing of this action is Kolton being a high school graduate and not having timely filed an Open Transfer application with the District’s superintendent for the 2020-2021 school year. Rather than maintain the status quo, what Kolton seeks is a material change to it.

Kolton asserts that the status quo is one where “all students [are given] the [1] opportunity to learn and [2] *successfully master state-mandated core courses in order to obtain a standard high school diploma[.]*” Verified Petition, p.2. However, successful mastery of state-mandated core courses is not currently, and never has been, the graduation standard for students in Oklahoma public schools. Requiring such a standard would not only re-write Oklahoma graduation requirements set forth by the Legislature and OSDE, but it would also render the A-F standard grading system meaningless—a system whereby class credit towards graduation is given for grades A-D and a failing grade of “F” results in no credit. Additionally, it would fundamentally affect every other student who graduated high school at the end of the 2019-2020 school year and before. This is not the function of TRO or a temporary injunction and for this reason.

Kolton met the graduation standards established by (a) OKLA. STAT. tit. 70, § 11-103.6, (b) State Board/OSDE, and (c) District board policy. Not only did he meet the 26-credit requirement under Oklahoma law, but he exceeded it by one and a half credits with a total of 27 ½ credits earned. *See Transcript of Kolton Ellis*, Exhibit 1; OKLA. STAT. tit. 70, §11-103.6(C)-(D) (setting forth the required graduation credits).<sup>3</sup> The classes Kolton took at or through the District and for which he obtained credit were classes authorized by state law and District board policies. As a result of having failed courses earlier in his

---

<sup>3</sup> In Oklahoma, students are required to designate whether they wish to pursue college preparatory/work ready curriculum or core curriculum. *See* OKLA. STAT. tit. 70, § 11-103.6 (B)-(C). Kolton chose to pursue the core curriculum route and was, therefore, required to complete the requirements listed in subsection C thereof. *See Curriculum Choice letter*, Exhibit 2.

high school career, Kolton took remedial, credit recovery courses through the District's credit recovery program. These classes are specifically permitted by Oklahoma law and the District's Internet-Based Instruction policy. OKLA. ADMIN. CODE title 210, §§ 15-34-1 *et seq.*; Internet Based Instruction Policy, Exhibit 3.

Kolton is asking this to summarily change the status quo by revoking the diploma conferred on him by the District. He is also asking this court to excuse his failure to timely seek an Open Transfer. These demands clearly seek to change the position of the parties from Kolton being a high school graduate to a full-time high school student at the District and not his home school—Plainview. Such a radical sea change in status quo is not the function of a TRO and/or a temporary injunction and Kolton's request for the same should be denied.

## **Proposition II**

### **Plaintiff Cannot Carry His Burden of Showing He is Entitled to Injunctive Relief**

Under Oklahoma law, a court must consider four factors in determining whether to issue a preliminary injunction. These are (1) the applicant's likelihood of success on the merits, (2) whether the applicant will suffer irreparable harm should the temporary injunction be denied, (3) the relative effect of the injunction on other interested parties, and (4) public policy concerns arising out of the issuance of injunctive relief. *House of Sight & Sound, Inc. v. Faulkner*, 1995 OK CIV APP 112, ¶ 5, 912 P.2d 357, 360; *First American Bank & Trust Co. v. Sawyer*, 1993 OK CIV APP 115, ¶ 13, 865 P.2d 347, 350. Kolton cannot carry his burden on any of these four elements.



**A. Likelihood of Success on the Merits**

Kolton attempts to argue that the School District is “obligated to provide Plaintiff a free school education, free of charge, until he legally earns a standard diploma or reaches the age of twenty-one (21).” Verified Petition, p. 4, ¶14. Prior to his graduation, Kolton attended high school at the District as a transfer student pursuant to an Open Transfer. Even if he had not already graduated and received a standard high school diploma, Kolton would not be legally entitled to attend school at the District for the 2020-2021 school year because he is not a resident of the District. OKLA. STAT. tit. 70, §1-114(A) (students “shall be entitled to attend school **free of charge in the district in which they reside.**”) (emphasis added).

Kolton resides within the boundaries of the Plainview school district and is only “entitled to attend school free of charge” in Plainview and not another school district, absent an approved open transfer request timely submitted and approved in accordance with the Education Open Transfer Act. *See* OKLA. STAT. tit. 70, § 8-103(A) (requiring transfer applications be submitted “no later than May 31 of the school year preceding the school year for which the transfer is desired.”). Since he did not timely complete a transfer application and have it filed with the District’s superintendent by May 31, 2020, Kolton has no legal right to a transfer to the District.

Kolton also contends that the School Defendants unlawfully conferred a high school upon him. This contention is simply wrong. The Oklahoma Constitution imposes the obligation of establishing and maintaining a system of free public schools upon the Oklahoma Legislature. OKLA. CONST. art. I, § 5; OKLA. CONST. art. XIII, § 1. The

constitution further provides that “[t]he supervision of instruction in the public schools shall be vested in a Board of Education, whose powers and duties shall be prescribed by law.” OKLA. CONST. art. XIII, § 5.

Pursuant to its constitutional duty, the Oklahoma Legislature has enacted legislation providing that “[t]he supervision of the public school system of Oklahoma shall be vested in the State Board of Education.” OKLA. STAT. tit. 70, § 3-104. The powers and duties granted by the Legislature to the State Board of Education include the power to “[a]dopt policies and make rules for the operation of the public school system of the state[.]” OKLA. STAT. tit. 70, § 3-104(1). Acting pursuant to the authority expressly granted to it, the State Board/OSDE has adopted regulations and school districts have adopted policies on student graduation.

As reflected in Exhibit C to the verified petition, the OSDE has confirmed to Kolton that there is no vehicle through which he can reenroll in a public school post-graduation. *See Exhibit C to Verified Petition*. Yet by way of his verified petition, Kolton now requests this court to serve as a super school board and substitute its decision making for that of the District and its board of education in determining whether he met the standards of being conferred a high school diploma. As noted on his transcript, Kolton passed the required, state-mandated assessments in science, English language arts, and mathematics—assessments used to show each student has acquired sufficient competencies in the applicable courses. Furthermore, Kolton graduated with a 2.31/4.0 grade point average, a class rank of 54/78, and obtained a composite score of 18 on his ACT. *See Transcript of Kolton Ellis, Exhibit 1; OKLA. STAT. tit. 70, § 1210.508*. Simply,

Kolton has more than earned the credits necessary to graduate despite having less than an exemplary academic career.<sup>4</sup>

Graduation terminates a student's right to further attend a public school in Oklahoma. *See* OKLA. STAT. tit. 70, § 11-103.6. Only if a student has been **denied** a diploma may the student seek to reenroll at a school district that denied graduation. Upon such a reenrollment, a student is not enrolled as a full-time student to repeat a grade. Rather, the student is only allowed to complete the credits he/she requires in order to complete graduation requirements.

**Students who have been denied a standard diploma by the school district in which the student is or was enrolled for failing to meet the requirements of this section may re-enroll in the school district that denied the student a standard diploma following the denial of a standard diploma. The student shall be provided remediation or intervention and the opportunity to complete the curriculum units or sets of competencies required by this section to obtain a standard diploma. Students who re-enroll in the school district to meet the graduation requirements of this section shall be exempt from the hourly instructional requirements of Section 1-111 of this title and the six-period enrollment requirements of this section.**

OKLA. STAT. tit. 70, §11-103.6(Q) (emphasis added).

Assuming, *arguendo*, that Kolton was allowed to reenroll at the District, a close examination of his filings show he is merely contesting the awarding of 2 ½ credits: (.5) credit for Biology; (.5) credit for English; (.5) credit of World History (which he obtained through the parent's choice of BYU); and (1.0) credit for mathematics. These are all

---

<sup>4</sup> Although not directly pleading such, Kolton appears to be making an argument of education malpractice. However, there is no cause of action for education malpractice in Oklahoma. Therefore, Plaintiff cannot prevail on the merits of any such claim. *See Bittle v. Okla. City Univ.*, 2000 OK CIV APP 66; 6 P.3d 509.

courses taken through the District's credit recovery program. Kolton does not seek limited enrollment for these courses. Rather, he is requesting to be allowed to repeat his entire senior year—including the ability to participate in “other activities” offered at the District.

As the Exhibits A-C to the verified petition readily demonstrate, this case is really about Kolton wanting to have another year to play high school baseball. As a result of the OSDE's closure of Oklahoma public schools in April, 2020, due to COVID-19, most of the baseball season was cancelled. On April 24, 2020, Kolton sought a hardship eligibility waiver from the Oklahoma Secondary School Activities Association (“OSSAA”). This hardship waiver was denied by OSSAA by way of letter dated May 12, 2020 (3 days prior to Plaintiff's graduation from the District). *See Exhibit B to Verified Petition*.

While only disputing 2 ½ credits earned toward graduation, Kolton requests this court order the School District allow him to enroll as a full-time student. The rationale for this is straightforward: OSSAA requires any high school athlete playing at varsity level to be enrolled in at least four (4) classes in order to be eligible to play high school sports. So, simply permitting Kolton to repeat the few credits he has contested will not be sufficient to establish eligibility to play varsity sports under OSSAA's rules. *See OSSAA Rules Governing Interscholastic Activities in Secondary Schools, Rule 3, Section 3(a)*, Exhibit 4.

Kolton has not set forth any valid bases upon which he can establish a likelihood of success on the merits as to any of his claims. Therefore, his motion for injunctive relief should be denied.

**B. Irreparable Harm**

Other than just the mere assertion, Plaintiff provides no information on what irreparable harm he is/will allegedly suffer in this situation. Plaintiff received his high school diploma over seven months ago. Plaintiff is over 19 years old and should be seeking employment or obtaining a post-secondary education at this point in his life. It is unfortunate that all of the state's seniors were unable to have a "normal" last year of high school and the typical senior year experiences. It is similarly unfortunate that OSSAA determined it would not grant any hardships due to COVID-19 for the 2019-2020 school year. *See Exhibit A to Verified Petition* ("Coach Hale called OSSAA this morning to confirm the information we had sent and they said they had it. I do not see them approving it. They have already sent out an email to all member schools saying they would not accept hardships."). However, that does not mean those students, including Kolton, are entitled to a fifth year of high school once they have attained the credits necessary for, and have been conferred, a standard high school diploma. Kolton has not adequately established any irreparable harm. Therefore, his motion for injunctive relief should be denied.

**C. Effect of Injunction on Other Interested Parties**

Granting Kolton the injunctive relief he seeks would expose the District to potential harm that would greatly outweigh any benefit to Plaintiff. Allowing a court to step in and second guess whether a student has graduated from an Oklahoma public school is against

the constitutional and statutory authority vesting oversight of school districts in the state to the OSDE and local boards of education. Additionally, if this court were to grant such an order, it will potentially invalidate every other student's diploma that has graduated not only from the District after having taken a remedial/credit recovery course, but every other Oklahoma public school. The balance of these harms weighs strongly against granting Kolton's request for injunctive relief.

#### **D. Public Policy Considerations**

Granting a temporary injunction in this case would not be in the public interest. Students are no longer entitled to attend public school once they obtain a standard high school diploma. Allowing tax payer dollars to continue to fund Kolton's education after he has already obtained a high school diploma is against public policy. Furthermore, as stated previously, Kolton is not a resident of the school district, and even if he had not graduated, he is not entitled as a matter of right to attend school at the District absent a timely submitted and approved transfer request. How many of us think back and wish we would have taken our high school education more seriously, and wished we had obtained better grades? Kolton seems to realize this and is now requesting a senior year do-over and the ability to play another year of high school baseball. The effect of any invalidation of Kolton's classes, and the subsequent effect this would have on other students' graduation must also be considered. Public policy clearly weighs in favor of denying the relief Kolton seeks.

### Proposition III

#### **Plaintiff's Claims against the Lone Grove Board of Education**

All of the plaintiff's causes of action are asserted against both the School District and its board of education (the "Board"). Because Oklahoma law makes clear that the Board is not an independent entity capable of being sued, it should be dismissed as a party to this action.

Pursuant to OKLA. STAT. tit. 70, § 5-105, a school district is a body corporate with the ability to sue and be sued; in contrast, a board of education is merely the governing body of a school district. OKLA. STAT. tit. 70, § 5-106. Because a school board is not itself a separate body corporate, a school board has no legal existence independent of the school district it governs. For that reason, a school board is not a legal entity that may be sued.

In *Primeaux v. Independent School District No. 5 of Tulsa County, Oklahoma*, 954 F.Supp.2d 1292 (N.D. Okla. 2012), the court concluded that "Oklahoma school boards are not separate, suable entities." *Id.* at 1294-95. The court further ruled that "where an Oklahoma school district is named as a defendant, any claims against the school board are duplicative of claims against the school district." *Id.* at 1295. The court dismissed the school board from the case. *Id.*

The court in *Primeaux* relied on *Rubio v. Turner Unified School District No. 202*, 453 F.Supp.2d 1295, 1300 (D. Kan. 2006), a case in which the United States District Court for the District of Kansas dismissed the claims against a board of education on the ground that under Kansas law, "the board of education is merely the governing body of the school

district and is not a separate legal entity.” *Id.* at 1300. The *Rubio* court reasoned that “any judgment against the board necessarily is against the school district. As with claims against individuals acting in their official capacities for a school district, a claim against a sub-unit of a school district is the equivalent of a suit against the school district itself.” *Id.*; *see also Team Sys. Int’l, LLC v. Haozous*, 2015 U.S. Dist. LEXIS 59845, \*4-5, 2015 WL 2131479 (W.D. Okla., May 7, 2015) (citing *Primeaux* and stating that school boards may not sue or be sued).

The plaintiff’s claims against the Board are brought against an entity that has no legal existence and is incapable of being sued. All of the plaintiff’s claims against the Board should be dismissed.

#### **Proposition IV**

##### **The Plaintiff’s Petition Should Be Dismissed**

The authorities set forth in this brief show that the Kolton’s claims for declaratory and injunctive relief are without merit. Kolton has been conferred a standard high school diploma in accordance with Oklahoma law, State Board/OSDE regulations, and District board policies. Therefore, his request for an injunction and a declaratory judgment should be dismissed for failure to state a claim upon which relief can be granted.

##### **Conclusion**

Based on the authorities set forth in this brief, the School District Defendants request that Kolton’s motion for injunctive and declaratory relief be denied and his petition be dismissed. The District also requests its reasonable attorney’s fees and costs incurred in the defense of plaintiff’s claims.



Respectfully submitted,

ROSENSTEIN, FIST & RINGOLD

By:   
Kent B. Rainey, OBA. No. 14619  
525 S. Main St., Ste. 700  
Tulsa, OK 74103  
(918) 585-9211 – telephone  
(918) 583-5617 – facsimile  
borainey@rfrlaw.com


Attorney for School District Defendants

**CERTIFICATE OF SERVICE**

I hereby certify that on the 23rd day of December, 2020, a true, correct and exact copy of the above and foregoing document was sent via Certified Mail, return receipt requested to:

Mr. Ryan Owens  
Mr. James Richard Martin, Jr.  
Mr. Christopher W. Cotner  
Mr. Joseph C. Schubert  
Mr. Robert R. Redwine  
The Bethany Law Center, LLP  
6666 NW 39<sup>th</sup> Expressway  
Bethany, OK 73008

Attorneys for Plaintiff

  
Kent B. Rainey

Name	Kolton Downayne Ellis	ID	200227	School Name	LONE GROVE HIGH SCHOOL
Birth	08/09/2001 Ardmore, OK-US	Gender	M	Address	P.O. Box 1330 Lone Grove OK 73443
Address	5794 Hedges Rd Ardmore OK 73401	Phone	(580)465-8275	Phone / Email	(580)657-3133 awade@lonegrove.k12.ok.us
		Guardian	Bobbie Ellis		

Year: 2017 Session: 1ST SEMESTER Grade: 09  
School: LONE GROVE HIGH SCHOOL

Class Description	Mark	Units	GRCode	WType
ACE ALGEBRA	P	0.500	NA	
AG I -Agriscience I	A	0.500	EL	
ALGEBRA I	F	0.000	MA	
ENGLISH I	D	0.500	E1	
HS BOYS BASKETBALL	P	0.500	NA	
OKLA HISTORY	F	0.000	IIO	
PHYS SCIENCE	D	0.500	SP	

Session Units: 2.500 Cumulative Units: 2.500

Class Description	Mark	Units	GRCode	WType
AMER HIST	C	0.500	HA	
ART I	B	0.500	FA	
BASEBALL	P	0.500	NA	
ENGLISH III	C	0.500	E3	
INTERMEDIATE ALGEB	D	0.500	M*	
VERTEBRATE BIOL	D	0.500	S*	

Session Units: 3.500 Cumulative Units: 15.500

Year: 2017 Session: 2ND SEMESTER Grade: 09  
School: LONE GROVE HIGH SCHOOL

Class Description	Mark	Units	GRCode	WType
AG I -Agriscience I	A	0.500	EL	
ALGEBRA I	D	0.500	MA	
BASEBALL	P	0.500	NA	
DRIVERS ED	P	0.500	EL	
ENGLISH I	D	0.500	E1	
GEOGRAPHY	D	0.500	HG	
PFL	P	0.500	PF	
PHYS SCIENCE	D	0.500	SP	

Session Units: 2.500 Cumulative Units: 2.500

Year: 2019 Session: 2ND SEMESTER Grade: 11  
School: LONE GROVE HIGH SCHOOL

Class Description	Mark	Units	GRCode	WType
AG POWER & TECH	N	0.000	EL	
AMER HIST	B	0.500	HA	
ART I	A	0.500	FA	
BASEBALL	P	0.500	NA	
ENGLISH III	C	0.500	E3	
INTERMEDIATE ALGEB	C	0.500	M*	
VERTEBRATE BIOL	C	0.500	S*	

Session Units: 3.000 Cumulative Units: 18.500

Year: 2018 Session: 1ST SEMESTER Grade: 10  
School: LONE GROVE HIGH SCHOOL

Class Description	Mark	Units	GRCode	WType
AG LEADERSHIP	A	0.500	EL	
ALGEBRA I	D	0.500	MA	
BIOLOGY I	F	0.000	SB	
COMP APP I	B	0.500	CS	
ENGLISH II	D	0.500	E2	
HS BOYS BASKETBALL	P	0.500	NA	
WORLD HISTORY	F	0.000	HV	

Session Units: 4.000 Cumulative Units: 6.500

Year: 2020 Session: 1ST SEMESTER Grade: 12  
School: LONE GROVE HIGH SCHOOL

Class Description	Mark	Units	GRCode	WType
AG POWER & TECH	N	0.000	EL	
BIOLOGY I (1ST SEM)	B	0.500	SB	
CERAMICS	A	0.500	FA	
COMP ATHLETICS	P	0.500	NA	
DRAWING	A	0.500	FA	
ENGLISH II (2ND SEM)	C	0.500	E2	
ENGLISH IV	C	0.500	E4	
HEALTH/FITNESS	B	0.500	EL	
MATH OF FINANCE (FY	B	1.000	M*	
MEDIA Comp App III	A	0.500	C*	
WORLD HIST (BYU)	D	0.500	HW	

Session Units: 3.500 Cumulative Units: 24.000

Year: 2018 Session: 2ND SEMESTER Grade: 10  
School: LONE GROVE HIGH SCHOOL

Class Description	Mark	Units	GRCode	WType
AG LEADERSHIP	A	0.500	EL	
BASEBALL	P	0.500	NA	
BIOLOGY I	D	0.500	SB	
COMP APP I	B	0.500	CS	
ENGLISH II	N	0.000	E2	
GOVERNMENT	D	0.500	IIV	
OKLA HISTORY	C	0.500	IIO	

Session Units: 2.500 Cumulative Units: 9.000

Year: 2020 Session: 2ND SEMESTER Grade: 12  
School: LONE GROVE HIGH SCHOOL

Class Description	Mark	Units	GRCode	WType
AG POWER & TECH	A	0.500	EL	
COMP ATHLETICS	P	0.500	NA	
DRAWING	A	0.500	FA	
ENGLISH IV	C	0.500	E4	
HEALTH/FITNESS	A	0.500	EL	
HUMAN GROWTH & DE	A	0.500	EL	
MEDIA Comp App III	A	0.500	C*	

Session Units: 3.500 Cumulative Units: 27.500



ELLIS, KOLTON D	-57471466	08/09/2001
NAME OF STUDENT	ACT ID	DATE OF BIRTH
*The writing score range is 1-36 for test events Sept. 2016 to Aug. 2018 and 2-12 for all other test events.		
ENGLISH	MATH	READING
15	15	24
SCIENCE	COMPOSITE	WRITING*
17	18	07
PERCENT AT OR BELOW NATL COMP.: 39		



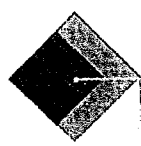
Grading Scale(s): District 2: A 90.00-100.00, B 80.00-89.00, C 70.00-79.00, D 60.00-69.00, F 50.00-59.00, P 60.00-100.00, N .00-.00, 1 .00-.00, M .00-.00, S .00-.00, NS .00-.00

Immunizations	Achievements	Assessments
DTP 10/08/2001, 12/27/2001, 03/06/2002, 11/14/2002, 08/15/2005	Student received an exemption from CPR/AED instruction typically required for graduation purposes.	ACT +Writing English 15 Reading 24
MMR 11/14/2002, 08/15/2005	The student has satisfactorily completed the 14 areas of instruction for Personal Financial Literacy	Mathematics 15 Science 17
POL 10/08/2001, 12/27/2001, 11/14/2002, 08/15/2005		Writing 7
H-B 08/09/2001, 10/08/2001, 12/27/2001, 03/06/2002	05/08/2020	Spring 2019 OPI SCIE 288-2 - Basic ELA 297-2 - Basic
H-A 08/15/2005, 08/04/2006	05/18/2017	MATH 258-2 - Basic
VAR 11/14/2002, 08/05/2014		
TD 08/05/2014		
MCM 08/05/2014		

GPA Name: Seniors GPA GPA: 2.31 Rank: 54 Class Size: 78

Graduation Date: 05/15/2020 Signature of School Official: *Angela Wade* Date: 5/21/20

Kolton Ellis



OKLAHOMA STATE DEPARTMENT OF  
**EDUCATION**  
CHAMPION EXCELLENCE

## College Preparatory/Work Ready Parental Curriculum Choice Letter

Dear Parent or Legal Guardian:

70 O.S. § 11-103.6 requires eighth grade students entering the ninth grade to complete the college preparatory/work ready curriculum outlined in the statute, unless the student's parent or legal guardian approves the student to enroll in the core curriculum. The college preparatory/work ready curriculum and the core curriculum requirements are attached. Successful completion of either curriculum will result in a student receiving a standard diploma.

Choosing the courses a student takes in high school is an important decision for you and your child. A college preparatory curriculum is challenging and may help determine a student's future success in higher education and the world of work.

**According to the law, your child will automatically be enrolled in the college preparatory/work ready curriculum, and you do not need to do anything to enroll your child in this curriculum.** However, if you choose the core curriculum, you must complete the information below and return it to the school prior to enrollment. Please contact the high school principal or school counselor if you have questions or need additional information.

**As the parent or legal guardian, I am selecting the following curriculum for my student:**

Core Curriculum

College Preparatory/Work Ready Curriculum

**EXHIBIT  
2**

Kolton Ellis  
STUDENT'S NAME (Please Print)

10<sup>th</sup>  
GRADE

Lone Grove High School  
NAME OF HIGH SCHOOL

Bobbie Ellis  
PARENT/GUARDIAN'S NAME (Please Print)

Bobbie Ellis  
PARENT/GUARDIAN'S SIGNATURE

5/14/2018  
DATE

## INTERNET-BASED INSTRUCTION

Internet-based instructional programs offered for instructional purposes and/or high school credit shall be approved by and under the supervision of the Lone Grove Board of Education. The proposed course(s) may be evaluated by the State Department of Education.

### Definitions

**Synchronous instruction** occurs when the instructor and student's primary interactions are in real-time. Regular classroom instruction is synchronous instruction, as well as two-way interactive video. Web-based instruction that requires real-time interaction between student(s) and instructor as the primary format of instruction is also synchronous instruction.

**Asynchronous instruction** is not dependent on instructor and student interaction in real time. Asynchronous instruction allows the student to engage in learning activities anywhere at any time. For instruction to be considered asynchronous, the primary format of instruction does not depend on real-time interaction of the participants.

**Web-based instruction** uses the World Wide Web as the primary medium of instruction, with a computer serving as the primary tool of instruction. Web-based instruction may be synchronous or asynchronous.

**Two-way interactive video instruction** provides for real-time (synchronous) interaction between student(s) and instructor by means of an electronic medium that provides for both audio (sound) and video (sight) signal. Students and instructors participating in two-way interactive video instruction may both see and hear each other in an approximation of real-time.

### Guidelines

Prior to offering an Internet-based instructional course, the board of education shall comply with the following guidelines recommend by the State Department of Education:

1. Web-based and two-way interactive video instruction shall be viewed as methods by which the school district can expand the course offerings and access to instructional resources. These technologies should not be viewed solely as substitutes for direct, face-to-face student and teacher interactions, but as a means of expanding the ability of the district to bring the world of knowledge to the students.
2. The board of education will grant students credit for completion of courses offered by means of Internet-based instruction and will assume all responsibility for such coursework.
3. Only students who are regularly enrolled in this district shall be allowed to enroll in alternative instructional delivery systems courses offered for credit through this district.
4. The principal or designee shall evaluate and approve/disapprove all students' requests to participate in courses delivered by means of Internet-based instruction. Only those approved enrollments shall be eligible for credit granted by the district.
5. The principal shall appoint a certified staff member to serve as the building level contact person to assist students enrolling in on-line courses and to serve as a liaison to the on-line teachers and provider(s).

**EXHIBIT  
3**

**INTERNET-BASED INSTRUCTION (Cont.)**

6. Students earning credit by means of Internet-based instruction shall participate in all assessments required by the Oklahoma School Testing Program. No student shall be allowed to participate in these assessments at a place other than the school site at which the student is enrolled.
7. Courses offered for credit by means of Internet-based instruction shall be aligned with the Priority Academic Student Skills (PASS).
8. Oklahoma statutes limiting the number of students teachers may supervise in each period of instruction and the total number of students allowed daily shall apply to synchronous web-based and two-way interactive video courses. The number of students each instructor may be required to supervise in asynchronous web-based courses shall be \_\_\_\_\_.
9. Each teacher for two-way interactive video and web-based courses shall be provided in-service training pertaining to the methodology of instructional delivery and the technical aspects of distance learning.
10. Student progress shall be monitored on a \_\_\_\_\_ basis by \_\_\_\_\_. Assignments shall be graded by \_\_\_\_\_ on a \_\_\_\_\_ basis. A syllabus shall be prepared by the teacher and posted on the school district's web-site prior to the commencement of the first class. The syllabus shall provide details to students including assignment grading, testing, and the grading scale used.
11. The security of individual student data and records shall be maintained and receive the same protection afforded students under state and federal laws. No individual student data obtained through participation in Internet-based instruction courses shall be used for any purposes other than those that support the instruction of the individual student.
12. District level aggregated data obtained through participation in Internet-based instruction courses shall be utilized for education purposes only and shall not be provided to commercial entities.
13. All federal and state statutes pertaining to student privacy, the posting of images on the World Wide Web, copyright of materials, Federal Communications Commission rules pertaining to the public broadcasting of audio and video, and other such issues shall be adhered to by the district. (See cross-referenced policies concerning these issues.)
14. Prior to the beginning of instruction, cooperating school districts sharing courses by means of two-way interactive video technology shall, by means of contractual agreement, address such issues as the instruction costs, bell schedules, school calendars, student behavior, teacher evaluation, textbooks, class periods, student grades and grading policies, teacher load, and instructor employment.
15. Contractual agreements shall be established between the school district and parent(s), or legal guardian, of students participating in alternative instructional delivery system courses prior to the beginning of instruction. These contracts may address such issues as grading criteria, time allotted for course completion, student attendance, and the responsibility for course costs and equipment.

**INTERNET-BASED INSTRUCTION (Cont.)**

16. Instructors of Internet-based courses shall be: (a) certified in Oklahoma or another state to teach in the content area of the course offered, or (b) a faculty member at an accredited institution of higher education, possessing the specific content expertise necessary to teach the course.
17. Students at remote sites who participate in the Internet-based courses offered by the district will be responsible for providing their own equipment and Internet access.
18. Annually, the board of education shall establish fees or charges for the provision of alternative instructional delivery system courses. The district shall not be liable for payment of any fees or charges for any Internet-based course for a student who has not complied with district policies and procedures.

**REFERENCE:** 70 O.S. §1-111  
Board Minutes dated February 10, 2003

**CROSS-REFERENCE:** Policy EEB, Class Size  
Policy EFBCC, Web Pages  
Policy EFEA, Using Copyrighted Material  
Policy EHA, Basic Instruction Program  
Policy EHDE, Interactive Television  
Policy EIA, Promotion and Retention  
Policy EIED, Graduation Requirements  
Policy FL, Student Records  
Policy FLE, Transfer and Release of Confidential Information  
Policy GBA, Open Records Act

***THIS POLICY REQUIRED BY LAW.***

**RULES GOVERNING INTERSCHOLASTIC ACTIVITIES IN SECONDARY SCHOOLS**

**RULE 1 - AGE, PHYSICALS AND PARENTS' CERTIFICATE**

- Section 1. Any student who reaches his/her nineteenth birthday before September 1 will not be eligible for athletic competition. Any student who reaches his/her sixteenth birthday before September 1 will not be eligible if enrolled in the ninth grade or below. Any student who reaches his/her fifteenth birthday before September 1 will not be eligible for the eighth grade or below. Any student who reaches his/her fourteenth birthday before September 1 will not be eligible for the seventh grade or below. **Non-athletics:** Any student who reaches his twenty-first birthday before September 1 will not be eligible.
- Section 2. No student shall be eligible to represent his/her school in athletics until there is on file with the principal a physical examination and parental consent certificate. The form used shall contain the information on the standard OSSAA form. Other forms may be utilized, by the physician, physician's assistant, or the advanced practice nurse, if the information contained is compliant with the information on the OSSAA form. Any other information, depicting the athlete's previous history, can be added to this form for the purpose of clearance for athletic participation. A qualified physician, physician's assistant, or an advanced practice nurse covered by professional liability insurance shall give the physical examinations. If you have questions concerning the qualifications or the insurance coverage of a health care practitioner offering to give examinations, it is suggested that you check with your school district attorney for an opinion. Physical examinations are required for students each year. All physicals given for OSSAA participation must be given no earlier than May 1 of the preceding year in which the students are to participate and before the first day of practice in that student's particular sport. The physical will be valid from the date of the physical given until the next required physical. Parent(s) or guardian(s) must sign the parental consent form each year before the student participates in any organized athletic practice session including contest participation.
- Section 3. Each non-athletic activity organization which assists in the sponsorship of interscholastic activities may operate under a constitution, or set of rules, which complies with the Constitution and Rules of the Oklahoma Secondary School Activities Association. This constitution or set of rules should be approved by the Board of Directors of the Oklahoma Secondary School Activities Association.

**RULE 2 - ATTENDANCE**

Daily attendance for each class period during the school day as well as the cumulative record of attendance for a semester shall be in accordance with local school district policy.

**RULE 3 - SCHOLASTIC ELIGIBILITY**

OSSAA scholastic eligibility standards are required of all students engaging in co-curricular activity programs. Local school boards may make exception for only those students participating in non-competitive activities. (Board Policy)

- Section 1. Semester Grades
- A student must have received a passing grade in any five subjects to be counted for graduation that he/she was enrolled in during the last semester he/she attended fifteen or more days. (This requirement would also be five school subjects for the 7th and 8th grade students.) For block schedules that offer 8 or more credits during an 18-week grading period, a student must earn 6 credits counted toward graduation during that 18-week grading period. (1 credit = 1/2 Carnegie Unit) (Trimester Eligibility – Refer to Board Policy XXXVIII)
  - If a student does not meet the minimum scholastic standard he/she will not be eligible to participate during the first six weeks of the next 18-week grading period they attend.
  - A student who does not meet the above minimum scholastic standard may regain his/her eligibility by achieving passing grades in all subjects he/she is enrolled in at the end of a six-week period.
  - Pupils enrolled for the first time must comply with the same requirements of scholastic eligibility. The passing grades required for the preceding 18-week grading period should be obtained from the records in the school last attended.
- NOTE: The Board of Directors may make exceptions to non-traditional structures. (Ex. block, trimester, etc.) (Trimester Eligibility – Refer to Board Policy XXXVIII)
- A non-senior student who drops a class after the first three weeks of the semester shall be ineligible for at least a three-week period. To regain eligibility after three weeks, the student must be enrolled in the minimum number of classes required for eligibility, and be passing all classes in which the student is enrolled.  
A senior student may drop a class at any time and maintain eligibility, provided that the dropped class is not required for graduation, and the student is still enrolled in the minimum number of classes required for eligibility and has passing grades in those classes.  
An exception also is allowed for a student dropping an AP or honors-level course after the first three weeks of the semester. The student may maintain continued eligibility provided that (i) the student had a passing grade in the

AP or honors-level course at the time of withdrawal; and (ii) the student enrolls in a non-AP or honors-level course in the same subject.

Section 2. Student Eligibility During a Semester

- a. Scholastic eligibility for students will be checked after three weeks (during the fourth week) of a semester and each succeeding week thereafter. Schools may choose to run eligibility checks on any day of the week. The period of probation and ineligibility will always begin the Monday following the day eligibility is checked. Methods should be devised to check weekly grades of Career-Tech students and all concurrently enrolled students. For block scheduling, scholastic eligibility will be checked after two weeks (during third week) of the first and third blocks and each succeeding week thereafter and at the end of the first week of the second and fourth blocks and each succeeding week thereafter. Schools may choose to run eligibility checks on any day of the week. The period of probation and ineligibility will always begin the Monday following the day eligibility is checked.
- b. A student must be passing in all subjects he/she is enrolled in during a semester. If a student is not passing all subjects enrolled in on the day of the grade check, he/she will be placed on probation for the next one-week period. If a student is still failing one or more classes during the next week on the grade check day, he/she will be ineligible to participate during the next one-week period. The ineligibility periods will begin on Monday and end on Sunday.
- c. A student who has lost eligibility under this provision must be passing all subjects in order to regain eligibility. A student regains eligibility under Rule 3 with the first class of the new one-week period (Monday through Sunday).
- d. "Passing grade" means work of such character that credit would be entered on the records were the semester to close at that time.  
(Trimester Eligibility – Refer to Board Policy XXXVIII)

Section 3. Special Provisions

- a. A senior student maintains eligibility by passing the classes required for graduation. The number of classes which a student is enrolled can be no less than four. (For block and trimester exceptions refer to Board Policy XXXVIII. A junior or senior student who is concurrently enrolled in high school and college may use the college courses to meet the minimum number of subjects needed to maintain eligibility. These may be a combination of high school and college subjects equivalent to four high school units which are accepted by the Oklahoma State Department of Education.
- b. An ineligible student who changes schools during a semester will not be eligible at the new school for a minimum period of three weeks. A student may regain his/her eligibility by achieving the scholastic standard in Rule 3, Section 2-b at the end of a three-week period. (Any part of a week is considered a full week.)
- c. Incomplete grades will be considered to be the same as failing grades in determining scholastic eligibility. School administrators are authorized to make an exception to this provision if the incomplete grade was caused by an unavoidable hardship. (Examples of such hardships would be illness, injury, death in family and natural disaster.) A maximum of two weeks is allowed for make-up work.
- d. One summer school credit (1/2 unit or one subject) earned in an Oklahoma State Department of Education accredited program may be used to meet the requirements of Rule 3, Section 1-a, for the end of spring semester.

Section 4. Students With Individualized Education Programs or Plans in Special Education Classes

A student, who is enrolled in special education classes, and has an Individualized Education Program or Plan (IEP) who does not meet the above eligibility requirements may be permitted to participate under this rule, if the student has been certified by the member school principal as doing a quality of work consistent with the expectations and objective of the Plan.

The following list addresses frequently asked questions regarding the Academic Rule.

QUESTIONS AND ANSWERS

- 1. Does physical education and competitive athletics count toward the semester grades if a student has already been given two credits as a freshman and sophomore?  
*Answer:* Yes. Local regulations could bring about inconsistencies if ruled on otherwise.
- 2. May physical education or competitive athletics be counted if the school only gives one-fourth credit per semester?  
*Answer:* Yes.
- 3. When does a student become eligible after passing only four solid subjects in the spring semester?  
*Answer:* The end of the six week's period during the next semester (student becomes eligible with first hour of class on the seventh week) if the student is passing all subjects enrolled in on a week to week to basis. Note: Any part of a week will count as a full week when school ends that week.