

IN THE DISTRICT COURT OF PAYNE COUNTY
STATE OF OKLAHOMA

INDEPENDENT SCHOOL DISTRICT
NO. I-101 OF PAYNE COUNTY,
OKLAHOMA a/k/a GLENCOE PUBLIC
SCHOOL; GARRETT SCHUBERT;
KIP RACY, *as father and next friend of
Cameron Racy, a minor*; ASHLEY
BATES, *as mother and next friend of
Preston Bates, a minor*; MENDY
GARFIELD, *as mother and next friend of
Hollis Garfield, a minor*; and GARY
KENT ROSSANDER II, *as father and
next friend of Gary Kent Rosander III, a
minor*,

Plaintiffs,

v.

OKLAHOMA SECONDARY SCHOOL
ACTIVITIES ASSOCIATION,

Defendant.

Case No. CJ-25-324

IN THE DISTRICT COURT OF
Payne County, Oklahoma
FILED
AUG 14 2025
By: LORI ALLEN, Court Clerk
Deputy

**VERIFIED PETITION FOR TEMPORARY RESTRAINING ORDER
AND DECLARATORY AND INJUNCTIVE RELIEF**

Our Nation's athletes have long personified the best values of democratic society: honesty, fairplay, courage, teamwork, physical fitness, and a standard of success based on ability. These values set the high standards for our Nation's youth. They provide one of the best methods of combating the spread of juvenile delinquency.¹

¹ John F. Kennedy, October 21, 1961 Speech, available at <https://www.presidency.ucsb.edu/documents/statement-senator-john-f-kennedy-national-sportsmen-for-kennedy-committee> (last visited August 13, 2025).

Come now the Plaintiffs, Independent School District No. I-101 of Payne County, Oklahoma a/k/a Glencoe Public School (“Glencoe”); Garrett Schubert (“Coach Schubert”); Kip Racy, on behalf of Cameron Racy; Ashley Bates, on behalf of Preston Bates; Mendy Garfield, on behalf of Hollis Garfield; Gary Kent Rossander II, on behalf of Gary Kent Rossander III (collectively hereinafter “Plaintiffs”), by and through their counsel of record, Hannah Whitten, Reggie Whitten, and Blake Sonne of the **WHITTEN BURRAGE LAW FIRM** and Trace Morgan of the **MORGAN LAW OFFICE** and Kaleb Hennigh of the **EWBANK & HENNIGN FIRM** and Kevin T. Sain of the **SAIN LAW FIRM** and Michael Martin of the **MARTIN, JEAN, JACKSON, MARTIN & PEACH LAW FIRM** and respectfully moves and in accordance with title 12 Okla. Stat. §§ 1381 *et seq.* and for their cause of action against the Defendant, Oklahoma Secondary School Activities Association (hereinafter “OSSAA”) allege and state as follows:

I. VENUE AND JURISDICTION

1. Plaintiff Glencoe Public School (“Glencoe”) is an Oklahoma public school district as defined in 70 O.S. § 1-108 with a principal place of operation in Glencoe, Payne County, Oklahoma.
2. Plaintiff Kip Racy is the father of his minor son, Cameron Racy, and resides in Stillwater, Oklahoma. Cameron Racy (hereinafter referred to as “Cameron”) is a 17-year-old student who will be in the 11th grade in the fall semester at Glencoe High School, in Glencoe, Oklahoma. Cameron desires to participate in basketball

this fall semester. Plaintiffs are residents of the city of Stillwater, Payne County, Oklahoma.

3. Plaintiff Ashley Bates is the mother of her minor son, Preston Bates, and resides in Perry, Oklahoma. Preston Bates (hereinafter referred to as "Preston") is a 16-year-old student who will be in the 11th grade in the fall semester at Glencoe High School, in Glencoe, Oklahoma. Preston desires to participate in basketball this fall semester. Plaintiffs are residents of the city of Perry, Noble County, Oklahoma.
4. Plaintiff Mendy Garfield is the mother of her minor son, Hollis Garfield, and resides in Perry, Oklahoma. Hollis Garfield (hereinafter referred to as "Hollis") is a 16-year-old student who will be in the 11th grade in the fall semester at Glencoe High School, in Glencoe, Oklahoma. Hollis desires to participate in basketball this fall semester. Plaintiffs are residents of the city of Perry, Noble County, Oklahoma.
5. Plaintiff Gary Kent Rossander II is the father of his minor son, Gary Kent Rossander III, and resides in Pawnee, Oklahoma. Gary Kent Rossander III (hereinafter referred to as "Gary") is a 17-year-old student who will be in the 11th grade in the fall semester at Glencoe High School, in Glencoe, Oklahoma. Gary desires to participate in basketball this fall semester. Plaintiffs are residents of the city of Pawnee, Pawnee County, Oklahoma.

6. The OSSAA claims to be a non-profit voluntary association which regulates high school athletic activities.² The Plaintiffs dispute this claim.³
7. The *Oklahoma Administrative Procedures Act*, 75 O.S. § 322, *et al.*, provides Plaintiffs a judicial remedy and this Court has proper judicial authority and discretion to set aside and reverse the OSSAA decision to allow Plaintiffs to compete in high school athletics. *See also Scott v. Okla. Secondary Sch. Activities Ass'n*, 2013 OK 84, 313 P.3d 891 (2013).
8. Venue is proper in Payne County because Glencoe is located in the city of Glencoe within Payne County and is further proper because the minors at issue are in attendance at Glencoe Public School in Payne County.
9. Venue in this action is proper under 12 O.S. § 131.

II. FACTS

10. Glencoe's Superintendent, Jay Reeves ("Mr. Reeves") received an email from David Jackson ("Mr. Jackson") who is the executive director of the OSSAA. This email stated "

² According to OSSAA, it was formed in 1911 "when some of the State's most prominent educators met and began to draw up rules that would produce a degree of fairness for competition between schools." *See* HISTORY OF THE OKLAHOMA SECONDARY SCHOOL ACTIVITIES ASSOCIATION, available at http://www.ossaa.net/docs/2020-21/OSSAAInfo/MF_2020-21_History.pdf (last accessed April 6, 2021).

³ *See Christian Heritage Acad. v. Okla. Secondary Sch. Activities Ass'n*, 483 F.3d 1025, 1030 (10th Cir. 2007) (concluding that the OSSAA was a "state actor" for the purposes of the Fourteenth Amendment "because of the [pervasive] entwinement of public institutions and public officials in its composition and workings" (*quoting Brentwood Acad. v. Tenn. Secondary Sch. Athletic Ass'n*, 531 U.S. 288, 298 (2001))).

The public service announcement linked below is for you to share with families and community members. It outlines the timeline for the “**One Time Change of School**” hardship waiver process and can be posted on your school’s website and/or distributed through your parent email list. Additionally, we’ve included a link to the hardship waiver guidelines, as well as a step-by-step submission guide. This guide is designed to help you determine whether a waiver should be submitted and to walk you through the process.

Link to Public Service Announcement Regarding "One-Time Change of School Hardship Waiver (Please download and distribute)

<https://tinyurl.com/PSA-One-Time-Change>

Link to Guide to Submitting a Hardship Waiver

<https://tinyurl.com/GuideSubmitHardship>

11. The first link above takes you to the following:

<p>MEMORANDUM</p> <p>Date: May 20, 2025</p> <p>To: Public</p> <p>From: OSSAA</p> <p>Subject: Public Service Announcement – One-Time Change of School Hardship Waiver</p> <p>To be eligible for a one-time change of school hardship, students must submit a <i>Student Transfer Application</i> through the State Department of Education’s website between June 1st and July 15th.</p> <p>If a student is returning to their home district, the school must provide documentation showing the student began the enrollment process on or before July 15th.</p> <p>Details of the criteria can be found on the OSSAA Website under “One Time Change of School Hardship Criteria.” Students who miss the July 15th deadline will not be granted a hardship under the “one-time change of school” criteria.</p> <p>A hardship waiver submitted after the deadline must demonstrate an unusual, unforeseen, or unavoidable circumstance that compelled the student to change schools.</p> <p>Once the student has begun the enrollment process, the school is responsible for submitting the hardship waiver to the OSSAA.</p>

12. The second link takes you to the following:

A SCHOOL'S GUIDE FOR SUBMITTING A HARDSHIP WAIVER

- 1) Meet with student and student's family to discuss waiver process and criteria
 - a) Criteria 1 - One time change of schools
 - b) Criteria 2 - A circumstance that compelled a change of schools
 - c) Overage or Additional Semesters

Details of the criteria can be found in the Hardship Waiver Manual found on the eligibility tab of our website, OSSAA.com

CRITERIA 1 PROCESS

- 1) Gather Documentation
 - a) Transfer Students
 - i) **Screenshot of the OSDE portal showing the student submitted a transfer request on or before July 15th (a document with a date handwritten will not be accepted) example on page 2**
 - ii) Sending School Form
 - b) Return to District of Residence
 - i) Copy of Student's Enrollment Form
(1) Must be dated on or before July 15th
 - ii) Sending School Form
- 2) Fill out Online Hardship Application
 - a) Answer all questions
 - i) Incomplete Applications will result in the waiver being denied
 - b) Submit all Documentation
 - i) Missing Documentation will result in the waiver being denied

CRITERIA 2 PROCESS

- 1) Gather all documentation needed to show the circumstances that compelled the student to change schools
- 2) Fill out Online Hardship Application
 - a) Answer all questions
 - i) Incomplete Applications will result in the waiver being denied
 - b) Submit all Documentation
 - i) Missing Documentation will result in the waiver not being processed

OVERAGE OR ADDITIONAL SEMESTERS PROCESS

- 1) Gather all documentation needed
- 2) Fill out Online Hardship Application
 - a) Answer all questions
 - i) Incomplete Applications will result in the waiver being denied
 - b) Submit all Documentation
 - i) Missing Documentation will result in the waiver being denied

****In all cases, allow 15 days AFTER all hardship waiver information has been received****

13. On July 10, 2025, Mr. Reeves, received the following eligibility ruling from the OSSAA:

After reviewing all the information, we feel like Coach Schubert has violated Rule 9 (Recruiting). The student-athletes who attended the "open gyms" or "opening night" will be considered "linked" and will not be eligible at Glencoe. When a violation like this occurs, the OSSAA allows the school to impose any possible discipline on the coach first. Then the OSSAA Director will determine if the penalties are sufficient. Please let us know what discipline you will place on Coach Schubert.

14. The OSSAA's initial position was that these minors at issue could not play *any sport* at Glencoe for the 2025-2026 school year, including baseball and basketball.
15. On July 24, 2025, a call occurred at 11:37 AM between Mike Clark ("Mr. Clark") at the OSSAA and Mr. Reeves wherein Mr. Clark told Mr. Reeves that the reason OSSAA was denying eligibility was because the kids didn't unenroll at their previous school back in May, despite no written rule at OSSAA requiring such unenrollment. This was the second reason provided by the OSSAA for denial of eligibility, which has nothing to do with the open gym, as originally stated by the OSSAA on July 10, 2025.
16. On the same call between Mr. Clark and Mr. Reeves on July 24, 2025, Mr. Clark further informed Mr. Reeves that Glencoe needed relief quickly, as baseball began soon. Mr. Clark responded by saying that the OSSAA was waiting to see what Glencoe did to its coach, Coach Schubert, and whether Glencoe would punish Coach Schubert or not. This is tortious interference with Glencoe's contract with Coach Schubert.

17. Then the goalposts shifted again on August 5, 2025, with the OSSAA relying on the linked rule regarding team camps, which took place this summer, beginning in May of 2025. The OSSAA's new eligibility ruling provided:

Dear Mr. Reeves,

Based on the information we have gathered, our staff has determined a violation of Rule 24, the Linked Rule. Specifically, the basketball coach trained and/or coached five transfer students mentioned in the correspondence who were not officially enrolled at Glencoe during a team camp. According to the Rule, these students are ineligible for varsity basketball participation at Glencoe for a full calendar year. There is also some evidence of a potential recruiting violation but we are not basing our decision on a Rule 9 violation at this time since we have concluded there is a violation of the Linked Rule.

Because the violation pertains specifically to basketball, the affected students may still participate in other athletic activities, provided that Coach Schupert is not part of the coaching staff of those activities. Accordingly, the students may be eligible to play fall and spring baseball, but will be limited to sub-varsity basketball participation during the 2025–26 school year.

You have the right to appeal our staff's decision to the Board of Directors on August 13. In your email, you referenced an appeal date of August 6. Please note that appeals heard on August 6 are reserved for hardship waiver eligibility cases. If you choose to move forward with the appeal, please notify us by Friday, August 8.

Additionally, since you have retained legal counsel, all future correspondence should be directed through your attorney to ours[.]

18. Further showing that the OSSAA has not done a proper investigation into how unfounded its allegations are, it has denied eligibility for a minor who didn't even attend the team camps this summer. Gary did not attend the team camps with Glencoe this summer, so how he could be linked to Glencoe from camps he didn't attend does not comport with evidence or justice.

19. The full board heard the Glencoe appeal on August 13, 2025, and voted unanimously to deny eligibility. Even after being informed that Gary did not attend the team camps which are the basis of the eligibility ruling, the OSSAA did not reverse Gary's ineligible ruling. This is a violation of due process.

20. At the August 13, 2025, OSSAA appeal hearing, the OSSAA communicated to Plaintiffs that the eligibility ruling is because the Minors participated in a team camp for Glencoe coached by Coach Schubert without "unenrolling" prior to the transfer portal opening on June 1, 2025. First, there is no written rule which lays out the process to unenroll before June 1, 2025. Second, Plaintiff Glencoe received an email from Doyle Edwards on August 8, 2025, which provided that a school cannot enroll a student until school begins. The August 8, 2025, email provided, in relevant part:

Students are to be placed on roll the first day that the student actually attends class or participates in their instructional program . . . Students are not considered on roll until they actually attend class or participate in instructional activities.

21. The OSSAA's newest reason for eligibility denial, stating that the Minors should have unenrolled from their previous schools and pre-enrolled at Glencoe when there is no written guidance on this is a violation of due process. It also goes directly against the Standards for Accreditation of Oklahoma Schools Manual, which explicitly provides, in relevant part:

D. Enrollment.

1. Enrollment means recording the name of a pupil on a class roll. Total Enrollment for an attendance period or for the year, whether for a class or for an entire school is the number of all enrollments so recorded. If a student is promoted or moves from one district or school to another during a school year, the student's name will be recorded on each class roll concerned. A record of that student's enrollment will be included in the original and every subsequent roll even though the pupil will be dropped from the original roll and every subsequent roll except the current one.
2. All students attending any school within a school district shall have their names entered in the attendance register and have their attendance recorded. Students are to be placed on roll the first day that the student actually attends class or participates in their instructional program.
3. All Entries and Exits are to be entered in the Student Attendance Register on the day that the transaction occurs. Students are not considered on roll until they actually attend class or participate in instructional activities. Students are always considered on roll until an exit code is entered.

22. Plaintiffs have now exhausted all their administrative remedies, and the instant case is ripe for judicial review. Cameron, Preston, Gary, and Hollis (the "Minors") are currently not eligible to participate in basketball and basketball practice begins in October of 2025.

23. Studies show that minors in high school who participate in high school sports perform better in school. For example, a University of Kansas study⁴ provides, in relevant part:

The study compared academic performance of athletes and non-athletes between boys and girls and between white and minority students. In each measure athletes had higher academic performance than nonathletes.

⁴ Available at <https://news.ku.edu/news/article/2014/01/15/study-shows-high-school-athletes-performed-better-school-persisted-graduation-more-non> (last visited August 13, 2025).

24. This Application for Temporary Restraining Order and/or Temporary Injunction is sought to prevent any irreparable damages to Plaintiffs due to the OSSAA's ruling.
25. The grounds used by the Plaintiffs for their one-time transfer are proper and have nothing to do with recruiting or being "linked" to a coach. Each parent has submitted an affidavit under oath to the OSSAA to that effect.
26. For example, Plaintiff Ashley Bates submitted the following affidavit on behalf of Preston (attached as Exhibit 1):

AFFIDAVIT OF [Ashley Bates]

I, [Ashley Bates] being duly sworn under oath, attest that I have personal knowledge of the following, and testify as follows:

1. My son, [Preston Bates], is enrolled at Glencoe Public Schools for the 2025-2026 school year.
2. The link rule does not apply in this case, because Coach Garrett Schubert did not coach for 365 days prior to the 2025-2026 school year.
3. He transferred from [Morrison] to Glencoe, first applying to the portal on June 1, 2025.
4. He is not transferring to Glencoe for any recruiting purposes for sports.
5. He is not transferring to Glencoe for any improper purpose or any purpose explicitly not allowed in the OSSAA rules.
6. He did attend an open gym and a parents' night event to begin integrating into his new school district.
7. No one from Glencoe participated or attempted to participate in any recruiting events to get my son to Glencoe.
8. No one ever informed me or my son that he needed to unenroll from [MORRISON SCHOOL DISTRICT] before the 2024-2025 school year ended to participate in basketball at Glencoe.
9. The OSSAA is interfering with my right as a parent to chose what school my minor child attends.
10. The OSSAA is interfering with mine and my son's constitutional right to public education in Oklahoma.

27. Plaintiff Gary Kent Rossander II submitted the following affidavit on behalf of Gary (attached as Exhibit 2):

AFFIDAVIT OF Gary Rossander II

I, Gary (GK) Rossander II being duly sworn under oath, attest that I have personal knowledge of the following, and testify as follows:

1. My son, Gary "Kent" Rossander III, is enrolled at Glencoe Public Schools for the 2025-2026 school year.
2. The link rule does not apply in this case, because Coach Garrett Schubert did not coach for 365 days prior to the 2025-2026 school year.
3. He transferred from Morrison Public Schools to Glencoe, first applying to the portal on June 1, 2025.
4. He is not transferring to Glencoe for any recruiting purposes for sports.
5. He is not transferring to Glencoe for any improper purpose or any purpose explicitly not allowed in the OSSAA rules.
6. He did attend an open gym and a parents' night event to begin integrating into his new school district.
7. No one from Glencoe participated or attempted to participate in any recruiting events to get my son to Glencoe.
8. No one ever informed me or my son that he needed to unenroll from Morrison Public Schools before the 2024-2025 school year ended to participate in baseball at Glencoe.
9. The OSSAA is interfering with my right as a parent to chose what school my minor child attends.
10. The OSSAA is interfering with mine and my son's constitutional right to public education in Oklahoma.
11. Our son has been injured since May 3, 2025 and is still waiting to be released by doctor. In addition, he wasn't recruited by Glencoe staff or coaches. Also, we do have a home located in Glencoe School district that we currently rent out.

28. Plaintiff Mendy Garfield submitted the following affidavit on behalf of Hollis
(attached as Exhibit 3):

AFFIDAVIT OF Mendy Garfield

I, Mendy Garfield being duly sworn under oath, attest that I have personal knowledge of the following, and testify as follows:

- 1 My son, Hollis Garfield, is enrolled at Glencoe Public Schools for the 2025-2026 school year.
- 2 The link rule does not apply in this case, because Coach Garrett Schubert did not coach for 365 days prior to the 2025-2026 school year.
- 3 He transferred from Perry to Glencoe, first applying to the portal on June 1, 2025.
- 4 He is not transferring to Glencoe for any recruiting purposes for sports.
- 5 He is not transferring to Glencoe for any improper purpose or any purpose explicitly not allowed in the OSSAA rules.
- 6 He did attend an open gym and a parents' night event to begin integrating into his new school district.
- 7 No one from Glencoe participated or attempted to participate in any recruiting events to get my son to Glencoe.
- 8 No one ever informed me or my son that he needed to unenroll from Perry before the 2024-2025 school year ended to participate in basketball at Glencoe.
- 9 The OSSAA is interfering with my right as a parent to chose what school my minor child attends.
- 10 The OSSAA is interfering with mine and my son's constitutional right to public education in Oklahoma.
- 11 Hollis has been asking to transfer schools for some time due to the coaching style of Coach Davison, I have not been willing to transfer schools until the game on February 07, 2025, when I witnessed for myself Coach Davison yelling inches from Hollis' face and grabbing him by the jersey. I told Hollis at this time we would look into a transfer for the next school year. We were not recruited, it has been my full intention to transfer schools since February.

29. Plaintiff Kip Racy submitted the following affidavit on behalf of Cameron (attached as Exhibit 4):

AFFIDAVIT OF Kip Racy

I, Kip Racy, being duly sworn under oath, attest that I have personal knowledge of the following, and testify as follows:

1. My son, Cameron Racy, is enrolled at Glencoe Public Schools for the 2025-2026 school year.
2. The link rule does not apply in this case, because Coach Garrett Schubert did not coach for 365 days prior to the 2025-2026 school year.
3. He transferred from Morrison to Glencoe, first applying to the portal on June 1, 2025.
4. He is not transferring to Glencoe for any recruiting purposes for sports.
5. He is not transferring to Glencoe for any improper purpose or any purpose explicitly not allowed in the OSSAA rules.
6. He did attend an open gym and a parents' night event to begin integrating into his new school district.
7. No one from Glencoe participated or attempted to participate in any recruiting events to get my son to Glencoe.
8. No one ever informed me or my son that he needed to unenroll from Mo before the 2024-2025 school year ended to participate in baseball at Glencoe.
9. The OSSAA is interfering with my right as a parent to choose what school my minor child attends.
10. The OSSAA is interfering with mine and my son's constitutional right to public education in Oklahoma.

30. Lastly, Coach Schubert submitted an affidavit providing (attached as Exhibit 5):

AFFIDAVIT OF GARRETT SCHUBERT

I, Garrett Schubert, being duly sworn under oath, attest that I have personal knowledge of the following, and testify as follows:

1. I did not coach for 365 days prior to the 2025-2026 school year.
2. I am not aware of and did not participate in any sports recruiting of Preston Bates, Maddox Schubert, Cameron Racy, Hollis Garfield, Kent Rossander, or Rylan Smith.
3. I have not violated any OSSAA rules.
4. I regularly check with OSSAA if I have any questions about rules or policies.
5. I did attend an open gym and parents' night event to welcome returning and new parents to Glencoe. This event was not a recruiting event.
 - a. I have known Preston Bates since 2013.
 - b. I have known and coached Preston since he was in second grade. I also coached his older brother.
6. I have known Maddox Schubert since 2008.
 - a. Maddox Schubert is my son.
7. I have known Cameron Racy since 2015.
 - a. I met Camerons' family through my business and my son played against him in baseball. He began playing with me in the 3rd grade.
8. I have known Kent Rossander since 2021.
 - a. Kent played basketball with my son Maddox on the Morrison Junior High team. He started playing with me that summer.
9. I have known Rylan Smith since 2013. I have coached Rylan since he was in the 2nd grade. My older son and Rylans' older brother played travel baseball together as well as Maddox and Rylan.
10. While I have known the above-named boys for many years, again, I did not recruit any of them to transfer to or play sports for Glencoe.
11. Additionally, without identifying which of the boys listed above by name for their own confidentiality, I have had the privilege of serving as a father figure and coach to these young

men. My role has extended beyond the field, as I have provided emergency foster care, food, clothing, transportation and temporary housing when needed. I have also offered job opportunities to a couple of their parents and developed strong, long standing friendships with many of the families. These boys are friends with my son. We have vacationed together, supported one another, shared important life experiences together, and built relationships that go far beyond sports. At no time did I recruit players for any team or program. My involvement with these young men and their families predates any formal athletic affiliations and was never based on athletic performance or team placement.

12. I had never met nor knew of Hollis Garfield prior to April 26, 2025
 - a. I met Hollis Garfield when he played in a travel basketball tournament on the same team as my son Maddox. I did not coach them at this tournament.
 - b. I first heard interest of Hollis Garfield transferring to Glencoe when his mother Mendy Garfield left a voicemail on my cell phone on May 5, 2025.
 - c. I returned Mendy's call on May 5, 2025 and directed her that she needed to contact Superintendent Reeves as I could not discuss this issue with her.
13. I have a previous relationship with Van Shea because I have coached his son Turner as he is the same age as my youngest son. Last year my oldest son transferred to another school and Van Shea helped guide me in that process to ensure we were doing everything by the book going as far as selling our dream home we had built a mere 5 years earlier. When making the decision to take this job at Glencoe, I asked many questions and sought clarification from Van Shea when necessary. I made a concerted effort to comply with all guidelines, and have acted in good faith with full transparency. I would never do anything to jeopardize a child's eligibility or take away their opportunity to play the sport they love.

31. The refusal of the Defendant to exercise its discretionary authority and allow the Minors eligibility constitutes action which is collusive, unreasonable, arbitrary and/or capricious. If the rules of the Defendant tolerate such decisions, then those rules are unreasonable, unlawful, not in keeping with public policy and/or have been interpreted unfairly or unreasonably or have not been enforced uniformly (but arbitrarily and capriciously), and/or the proceedings for the review of the eligibility of the Minors were not conducted in accordance with the rules of the association, in good faith and lawfully.
32. The OSSAA has violated the due process provision as it relates to the hardship determination set out in their constitution in Article IV Section 7 by failing to rely on the evidence presented and by not providing any information contrary to what has been presented by the Plaintiffs.
33. The OSSAA claims to allow a one-time transfer but the Minors were still forced to fill out a hardship waiver. The OSSAA's interpretation of its hardship exception is unreasonable and arbitrary and capricious.
34. Because of the denial of the Defendant in allowing the Minors to play basketball at Glencoe, where they are presently attending, and they are unable to participate in secondary school activities. Unless the Defendant is restrained and/or enjoined from enforcing its denial of eligibility to the Minors, they will be irreparably harmed. No monetary compensation can ever restore them the right and privilege to enjoy participation in high school athletic contests. In addition to the above,

the facts plead above and verified by Plaintiffs clearly demonstrate that immediate and irreparable injury, loss or damage will result to the Minors, Glencoe, and Coach Schubert.

35. The OSSAA is not a private, voluntary organization. *See* Footnote 2, *Supra*. The OSSAA is a quasi-public entity, that the Oklahoma Supreme Court has determined that the OSSAA and its interpretation of its policies is a matter of great public import and has specifically provided that this organization is subject to the Oklahoma Administrative Procedures Act and the purview of this court. *See* 75 O.S. § 322(e); *Scott v. Okla. Secondary Sch. Activities Ass'n*, 2013 OK 84, 313 P.3d 891 (2013).⁵

36. The Minors have not voluntarily joined the OSSAA. Therefore, the OSSAA's rules do not apply to the Minors, and the Court should determine them to be eligible for all sports their 2025-2026 school year at Glencoe.

37. The OSSAA's denial of eligibility will detrimentally impact the Minors' opportunity to obtain a college athletic scholarship.

38. The Minors due process rights have been violated by the OSSAA's denial of their right to participate in their limited opportunity to participate in high school sports under the Oklahoma Constitution, Article 2, Section 7.

COUNT I: REQUEST FOR DECLARATORY JUDGEMENT

⁵ In *Scott*, the Oklahoma Supreme Court found that "under any standard of review the OSSAA's Determinations were arbitrary and capricious." *Id.*

39. Plaintiffs realleges and incorporates by reference all preceding paragraphs as if fully alleged in this paragraph.
40. This Court has the authority to declare the rights and duties of the parties pursuant to 12 O.S. § 1651.
41. The Minors are high school students whose family sought to exercise their one-time transfer for the best school fit for them.
42. The Minors are otherwise eligible high school athletes whose opportunities to participate dissipate with every missed opportunity.
43. Further, Plaintiffs seek a declaration that OSSAA is unlawfully denying young high school boys to participate in high school sports.
44. Further, Plaintiffs seek a declaration that the “linked rule”, Rule 24, is unconstitutional. Rule 24 provides:

The linked rule is intended to discourage students from changing school districts to follow a trainer and/or coach for athletic purposes. Students who move or transfer into a school district to follow a coach/trainer are linked to that coach/trainer and must sit out of varsity participation for one calendar year from the first day of attendance. This rule applies to new students (grades 9-12 who have established athletic eligibility) in a school district beginning in the fall of 2024 and every new student to a district is subject to this rule. The timeline to look back and establish a “link” to a coach is 365 days from the first day of school attendance. Students who attended a new school district in the spring of 2024 will not be subject to the rule. If a student can answer yes to any of the following questions, they may be subject to the link rule: 1. I am a new student in a school district for the fall of 2024 and this school district has hired a coach or trainer from my previous school district. 2. I am a new student in a school district for the fall of 2024 and this school district has hired an adjunct coach I have played for or trained with in the last 365 days from the start of the fall 2024 school year. 3. I am a new student in a school district for the fall of 2024 and I participated in

a camp, clinic or on a team with a coach who is employed as a coach in my new school district.

45. On September 16, 2024, the Oklahoma Attorney General advised the OSSAA that Rule 24 “indefensibly contravenes the Legislature’s plain and unambiguous expressions and intent related to student rights to attend school and receive meaningful educational benefits.” (see attached as Exhibit 6).

46. The Oklahoma Attorney General further provided that “Rule 24 appears to solve a nonexistent problem with unreasonable and incongruous force. Its application will prevent otherwise eligible students from transferring schools as is their right under state law. Additionally, OSSAA’s reputation for interpretation proves unsatisfactory. Therefore, I hereby demand that the OSSAA immediately cease and desist any further efforts on this matter. Please advise me no later than Monday, October 7, 2024, of OSSAA’s intent to comply with the demands of this correspondence.”

47. The September 16, 2024, letter from the Oklahoma Attorney General to the OSSAA provided the following:

GENTNER DRUMMOND
ATTORNEY GENERAL

September 16, 2024

Via Email

Oklahoma Secondary Schools Activities Association
c/o David Jackson, Executive Director
7300 Broadway Extension
Oklahoma City, OK 73113
djackson@ossaa.com

Re: Rule 24 conflicts with Senate Bill 783, 2021 Okla. Sess. Laws ch. 6

Dear Mr. Jackson:

This office has received complaints about a new rule adopted by the Oklahoma Secondary Schools Activities Association (“OSSAA”)—Rule 24. As the Legislature and other organizations empower students and families by loosening restrictions, the OSSAA strangely takes the opposite approach. As the State’s Chief Law Officer, I demand that OSSAA cease and desist its enforcement of Rule 24.

Without question, Oklahoma law establishes the right to attend public school in the district of residence. 70 O.S.2021, § 1-114. Concerning transfers to a non-resident school, the Oklahoma Legislature authorizes a student to transfer from one school district to another “any time in the year unless the number of transfers exceeds the capacity of a grade level for each school site within [the receiving] school district.” 70 O.S.2021, § 8-101.2(A). But Rule 24’s heavy-handedness dissuades student-athletes from moving or transferring, fearing that they may be declared ineligible to participate in varsity sports. On review, this rule indefensibly contravenes the Legislature’s plain and unambiguous expressions and intent related to student rights to attend school and receive meaningful educational benefits. This punitive reach also snubs Senate Bill 783’s silence on a student athlete’s participation in athletics. Critically, the Oklahoma Legislature did not consider any OSSAA eligibility rules as exceptions to the new transfer rule in Senate Bill 783.

As I noted in my March 10, 2023, letter, Oklahoma courts and the Tenth Circuit consider OSSAA a state actor.¹ State actors such as the OSSAA cannot apply the law or any rules arbitrarily or capriciously. Rule 24’s broad language invites arbitrary and capricious interpretation and application at the expense of student-athletes. Historically, OSSAA unfortunately possesses a lengthy history of taking arbitrary and capricious actions against member schools and student-

¹ Letter from Gentner Drummond, Oklahoma Attorney General, to OSSAA (March 10, 2023).

athletes. Here, OSSAA's own Q&A publication concerning Rule 24 acknowledges OSSAA's penchant for extraordinary interpretation.

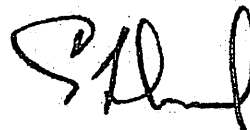
For example, paragraph 1 of Rule 24 declares a student athlete ineligible to participate if he or she was coached by a coach at the receiving school for an out-of-school team. Nothing in OSSAA's Constitution, Board Policies, or Rules establishes what constitutes an "out-of-school team." Thus, OSSAA could construe everything from a community league team at a local or area YMCA to a regional league team participating in out-of-state tournaments as an out-of-school team. Lacking defined terms will result in arbitrary and capricious line drawing that will effectively swallow this provision.

Used by OSSAA itself, another example violating Rule 24 may result when a student athlete and coach move from one school to another but the coach-athlete relationship ceases. Following the move, the coach no longer coaches the student-athlete at the new school. OSSAA's Q&A publication finds that a Rule 24 violation occurs. Adding insult to injury, the student-athlete must file for hardship eligibility. Even more, the same publication finds that a student-athlete will be ineligible if he or she transfers to a school where a coach employed by the receiving school may have been employed by a clinic or camp *even though* Rule 24's language requires the coach to *run* the camp.

Finally, Rule 24's most egregious provision is the final catch-all sentence: "The above are considered to be violations even in the event of a bona-fide move into a district." It ignores the unpredictability of life. It expresses uncompromising indifference to changes in circumstances from job changes to financial struggles to deaths in the family to divorce. All of the above happen outside the student athlete's control. As written, Rule 24 unnecessarily impedes a student athlete from exercising their right of transfer. As applied, Rule 24 lends itself for arbitrary and capricious enforcement and to confused compliance.

Rule 24 appears to solve a nonexistent problem with unreasonable and incongruous force. Its application will prevent otherwise eligible students from transferring schools as is their right under state law. Additionally, OSSAA's reputation for interpretation proves unsatisfactory. Therefore, I hereby demand that the OSSAA immediately cease and desist any further efforts on this matter. Please advise me no later than Monday, October 7, 2024, of OSSAA's intent to comply with the demands of this correspondence.

Respectfully,



GENTNER DRUMMOND
Oklahoma Attorney General

48. Lastly, the Plaintiffs seek a declaration that the action taken by the Defendant OSSAA to deprive the Plaintiffs of their fundamental rights is arbitrary, unreasonable, and unlawful.

COUNT II: REQUEST FOR INJUNCTIVE RELIEF

49. Plaintiffs realleges and incorporates by reference all preceding paragraphs as if fully alleged in this paragraph.

50. The Defendant's refusal to allow high school boys to compete in high school athletics after being compelled to change schools due to it being the best interest of the Minors is both arbitrary and capricious.

51. The Plaintiffs are substantially likely to prevail on the merits of its request for declaratory and permanent injunctive relief.

52. The Plaintiffs will suffer immediate and irreparable injury, loss and damages, and the Plaintiffs injury far outweighs the injury to the opposing party and the injunction is in the public interest.

53. The relative effect on other interested parties and public policy concerns is in the best interests of other student athletes, the public schools, and the parents attempting to provide meaningful opportunities to their children outweighs any arbitrary decision of OSSAA.

COUNT III: TORTIOUS INTERFERENCE WITH CONTRACT

54. Plaintiffs realleges and incorporates by reference all preceding paragraphs as if fully alleged in this paragraph.

55. Plaintiff Glencoe and Plaintiff Schubert have entered into a contract of employment wherein Glencoe has agreed to employ Coach Schubert for the purposes of coaching basketball at Glencoe for the 2025-2026 school year.

56. Defendant OSSAA has made several attempts at leveraging the Minors eligibility to ensue Coach Schubert does not coach at Glencoe for the 2025-2026 school year.

57. For example, the July 10, 2025, eligibility ruling from Mr. Clark stated, “[w]hen a violation like this occurs, the OSSAA allows the school to impose any possible discipline on the coach first. Then the OSSAA Director will determine if the penalties are sufficient. Please let us know what discipline you will place on Coach Schubert.”

58. A telephone call occurred on July 24, 2025, wherein Mr. Reeves pleaded at the urgency of the matter, and Mr. Clark again pressured Mr. Reeves to “punish” his employee. Mr. Clark stated that the OSSAA was waiting to see what Glencoe did to its coach, Coach Schubert, and whether Glencoe would punish Coach Schubert or not. Mr. Reeves took this to mean that his options were either fire his coach or lose eligibility for the Minors.

59. A non-formal hearing occurred on August 1, 2025, wherein Mr. Reeves told Mr. Jackson that he would fire Coach Schubert if they could provide any evidence that Coach Schubert did anything wrong. Nothing was provided by the OSSAA in response to Mr. Reeves’s statement.

60. On August 5, 2025, the OSSAA issued its revised eligibility ruling, providing, in relevant part, “[b]ecause the violation pertains specifically to basketball, the affected students may still participate in other athletic activities, provided that Coach Schupert is not part of the coaching staff of those activities.”
61. Glencoe is now stuck in a Catch-22: break the contract with Coach Schubert when it feels as though Coach Schubert has done nothing wrong (and face potential damages for doing so) or decide to comply with its contract with Coach Schubert and pay him to coach a season he cannot coach and then also have to look for a coach to pay as well to replace Coach Schubert.

CONCLUSION AND PRAYER FOR RELIEF

*[A]thletic teams are the glue which holds a community together.
... The OSSAA wields too much control over (student athletes)
future to be allowed to act in an arbitrary and capricious
manner in applying its rules.*

Scott v. Okla. Secondary Sch. Activities Ass'n, 2013 OK 84, 313 P.3d 891 (2013).

WHEREFORE, premises considered, Plaintiffs, pray for an order of this Court determining:

- a. the refusal of the OSSAA to grant the Minors eligibility to participate in secondary school activities as a student of Glencoe High School is unlawful;
- b. OSSAA’s interpretation of its Rule 24 is unreasonable;
- c. OSSAA’s decision was arbitrary and capricious, and it acted in violation of the OSSAA’s own due process rules and procedures;

- d. the OSSAA rules do not apply to the Minors since they have not voluntarily joined the OSSAA;
- e. that the Minors due process rights have been violated by the OSSAA's denial of her right to participate in high school sports;
- f. that the OSSAA has tortiously interfered with Glencoe's contract of employment with Coach Schubert.

In addition, Plaintiffs would request the Court grant the following:

- a. an order granting a temporary restraining order and/or a temporary injunction;
- b. an order for a permanent injunction against the OSSAA's enforcement of its ruling denying the Minors eligibility;⁶
- c. an order of this Court determining and declaring the Minors eligible to participate in secondary school activities as a student participant of Prague High School;
- d. an order determining the OSSAA rule under Rule 24 is arbitrary and capricious;
- e. an order for a permanent injunction against the OSSAA's imposition of any penalty, sanctions or other punishment assessed or applied against

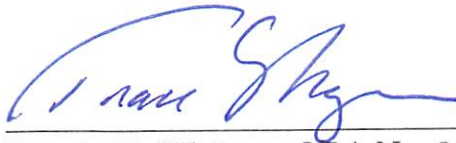
⁶ Injunction proceedings are equitable in nature, *Carts & Parts v. Rosales*, 225 P.3d 1 (Okla. Ct. App. 2009), therefore Oklahoma appellate courts "will not disturb the order granting or refusing the injunction unless there is a show that the court abused its discretion or that the judgment is clearly against the weight of the evidence." *Johnson v. Ward*, 541 P.2d 182 (Okla. 1975).

Glencoe High School for following an order of this Court allowing the
Minors to participate in secondary school activities.

Further, Plaintiffs request all costs, attorney fees and for such other and further relief
to which Plaintiffs may be entitled under the law.

Dated: 8/14/2025

Respectfully submitted,



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