



IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

OKPLAC, INC., d/b/a Oklahoma)
 Parent Legislative Advocacy)
 Coalition,)
 MELISSA ABDO,)
 KRYSTAL BONSALE,)
 LESLIE BRIGGS,)
 BRENDA LENÉ,)
 MICHELE MEDLEY,)
 DR. BRUCE PRESCOTT,)
 REV. DR. MITCH RANDALL,)
 REV. DR. LORI WALKE, and)
 ERIKA WRIGHT,)
 Plaintiffs,)
 v.)
 STATEWIDE VIRTUAL CHARTER)
 SCHOOL BOARD,)
 MEMBER OF THE STATEWIDE)
 VIRTUAL CHARTER SCHOOL)
 BOARD FOR THE FIRST)
 CONGRESSIONAL DISTRICT,)
 currently DR. ROBERT)
 FRANKLIN, in his official capacity,)
 MEMBER OF THE STATEWIDE)
 VIRTUAL CHARTER SCHOOL)
 BOARD FOR THE SECOND)
 CONGRESSIONAL DISTRICT,)
 currently WILLIAM PEARSON, in)
 his official capacity,)
 MEMBER OF THE STATEWIDE)
 VIRTUAL CHARTER SCHOOL)
 BOARD FOR THE THIRD)
 CONGRESSIONAL DISTRICT, in)
 their official capacity (position)
 currently vacant),)

**FILED IN DISTRICT COURT
 OKLAHOMA COUNTY**
 JAN 31 2024
 RICK WARREN
 COURT CLERK
 106

Case No. CV-2023-1857

MEMBER OF THE STATEWIDE)
 VIRTUAL CHARTER SCHOOL)
 BOARD FOR THE FOURTH)
 CONGRESSIONAL DISTRICT, in)
 their official capacity (position)
 currently vacant),)
 MEMBER OF THE STATEWIDE)
 VIRTUAL CHARTER SCHOOL)
 BOARD FOR THE FIFTH)
 CONGRESSIONAL DISTRICT,)
 currently BRIAN SHELLEM, in his)
 official capacity,)
 OKLAHOMA STATE DEPARTMENT)
 OF EDUCATION,)
 STATE SUPERINTENDENT OF)
 PUBLIC INSTRUCTION, currently)
 RYAN WALTERS, in his official)
 capacity,)
 OKLAHOMA STATE BOARD OF)
 EDUCATION,)
 MEMBERS OF THE STATE BOARD)
 OF EDUCATION (currently)
 DONALD BURDICK, SARAH)
 LEPAK, KATIE QUEBEDEAUX,)
 ZACHARY ARCHER, and KENDRA)
 WESSON), in their official)
 capacities, and)
 SAINT ISIDORE OF SEVILLE)
 VIRTUAL CHARTER SCHOOL,)
 INC.,)
 Defendants.)

FIRST AMENDED AND SUPPLEMENTAL PETITION

PRELIMINARY STATEMENT

1. The defining feature of America’s public schools is that they must welcome and serve all students, regardless of a student’s background, beliefs, or abilities. Oklahoma embraces this core principle in its

constitution and through a comprehensive system of statutes and regulations. Schools that do not adhere to this principle have long existed and are entitled to operate, but they cannot be part of the public-education system. Permitting otherwise would upend the legal framework Oklahoma has constructed to govern public schools and protect students.

2. Yet, on June 5, 2023, the Oklahoma Statewide Virtual Charter School Board (“the Board”) took action that would do exactly that. The Board voted 3–2 to approve an application for charter-school sponsorship from St. Isidore of Seville Catholic Virtual School (“St. Isidore”), even though St. Isidore’s application made clear that the school would *not* be open to all students and that—for this and other reasons—the school’s operations would violate numerous provisions of the Oklahoma Constitution, the Oklahoma Charter Schools Act, and the Board’s own regulations. Compounding its unlawful conduct, the Board in October 2023 entered into a contract with St. Isidore that will allow St. Isidore to operate as a religious public charter school.

3. Contrary to the Charter Schools Act and the Board’s regulations, St. Isidore has refused to agree to comply with all legal requirements applicable to Oklahoma charter schools, including prohibitions against discrimination. And in violation of the Oklahoma Constitution and the Charter Schools Act, St. Isidore in fact will discriminate in admissions, discipline, and employment based on religion, sexual orientation, gender

identity, and other protected characteristics. Moreover, St. Isidore has not committed to fully serving students with disabilities as required by the Charter Schools Act.

4. Further, in violation of the Oklahoma Constitution and the Charter Schools Act, St. Isidore will provide a religious education and indoctrinate its students in Catholic religious beliefs. Indeed, St. Isidore's application states that the school will be a "place[] of evangelization" that "participates in the evangelizing mission of the Church."

5. As a public charter school, St. Isidore will be directly funded with state tax dollars. The plaintiffs are clergy, public-school parents, and public-education advocates who object to the use of their tax dollars to fund St. Isidore's unlawful operations.

6. The plaintiffs' claims for relief are brought solely under the state constitution, state statutes, and state regulations. The plaintiffs seek injunctive and declaratory relief prohibiting the defendant state agencies and officials from continuing to sponsor St. Isidore as a charter school, continuing to contract with St. Isidore, or funding St. Isidore.¹

¹ The exhibits to this Petition have been consecutively paginated with the numbering "PE__" in the lower right-hand corner. All exhibit citations herein cite both to the "PE" numbering and to the exhibit's letter and the exhibit's original page numbering.

JURISDICTION AND VENUE

7. This Court has jurisdiction over this case because it has unlimited original jurisdiction of all justiciable matters under Article VII, § 7(a) of the Oklahoma Constitution.

8. Venue is proper in this District under 12 O.S. § 133 because the conduct giving rise to this case occurred in Oklahoma County, the defendant state agencies and officials hold their meetings and conduct their operations in Oklahoma County, and St. Isidore's principal place of business is in Oklahoma County.

PARTIES

Plaintiffs

9. Plaintiff **OKPLAC, Inc.**, d/b/a Oklahoma Parent Legislative Advocacy Coalition, is an Oklahoma not-for-profit corporation. OKPLAC is a nonpartisan, statewide organization of volunteer advocates committed to promoting policies that protect, support, and strengthen Oklahoma's public-school system. OKPLAC serves as an umbrella organization for many local parent legislative-action committees ("PLACs") that actively represent more than 200,000 Oklahoma public-school students and their parents, many of whom are resident taxpayers in the State. The membership of OKPLAC includes the local PLACs and their individual members. OKPLAC's current state chair is Misty Bradley. OKPLAC's resident taxpayer members pay various taxes to the State of Oklahoma that provide revenue for public schools, including charter schools. They object to the use of state tax dollars

to support St. Isidore, including because they believe that state funding of St. Isidore would harm public education and be unlawful. Their opposition to state funding of St. Isidore and commitment to protecting public education are germane to OKPLAC's mission. Their individual participation is not required to advance the claims in this lawsuit.

10. Plaintiff **Melissa Abdo** is a Catholic who resides in Tulsa County, Oklahoma. She is the treasurer of OKPLAC, a current member of the Jenks Public Schools Board of Education, a current member of the Board of Directors of the Oklahoma State School Boards Association, a former member of the Oklahoma State Superintendent's Parent Advisory Committee, and a former member of the Governor's Education Subcommittee on Parent Engagement. She pays various taxes to the State of Oklahoma that provide revenue for public schools, including charter schools. These include individual income taxes, general sales taxes, motor-vehicle taxes, motor-fuel taxes, alcoholic-beverage taxes, and property taxes. Plaintiff Abdo objects to the use of state tax dollars to support St. Isidore, including because she believes that (1) state funding of St. Isidore would harm public education; (2) Oklahoma taxpayers should not be forced to pay for the religious education of others; and (3) state funding of St. Isidore would be unlawful.

11. Plaintiff **Krystal Bonsall** is a resident of McClain County, Oklahoma. She is a parent of a child attending an Oklahoma public school.

Her child has disabilities and is classified to receive special-education and related services in school, including speech therapy, occupational therapy, and a paraprofessional aide. Her child's experience demonstrates how vital it is that public schools be open to all students and commit to providing services to meet those students' needs. Plaintiff Bonsall pays various taxes to the State of Oklahoma that provide revenue for public schools, including charter schools. These include individual income taxes, general sales taxes, motor-vehicle taxes, and motor-fuel taxes. Plaintiff Bonsall objects to the use of state tax dollars to support St. Isidore, including because she believes that (1) it would take public funds away from other public schools, which are and must be open to all students and must provide adequate special-education services that are needed by students with disabilities, such as her child; (2) as St. Isidore has not committed to adequately serving students with disabilities, her own child and other children with similar disabilities could not enroll in the school; (3) state funding of St. Isidore would support a religious public school in which her child also could not enroll because her and her child's religious beliefs do not conform to St. Isidore's; and (4) state funding of St. Isidore would be unlawful.

12. Plaintiff **Leslie Briggs** resides in Tulsa County, Oklahoma, and is a native Tulsan. As the Legal Director of the Oklahoma Appleseed Center for Law and Justice, she believes that the law should be accessible to everyone regardless of their means or circumstance. In her view, public

education is the bedrock of our democracy, and it is therefore critical to fully and strictly implement the Oklahoma Constitution's command that the legislature establish and maintain a system of free public schools in which all the children of the State may be educated. Plaintiff Briggs and her wife are proud parents of a child who will enter public school in the 2024–25 schoolyear. Plaintiff Briggs pays various taxes to the State of Oklahoma that provide revenue for public schools, including charter schools. These include individual income taxes, severance taxes, general sales taxes, motor-vehicle taxes, motor-fuel taxes, tobacco taxes, alcoholic-beverage taxes, and property taxes. Plaintiff Briggs objects to the use of state tax dollars to support St. Isidore, including because she believes that (1) religious charter schools such as St. Isidore will discriminate against or turn away the children of LGBTQ parents or children who are themselves LGBTQ; (2) taxpayer-funded public schools should be open and equally available to all Oklahoma children; and (3) state funding of St. Isidore would be unlawful.

13. Plaintiff **Brenda Lené** is a resident of Oklahoma County, Oklahoma. In 2016, she created Oklahoma Education Needs / Donations, a Facebook group of over 25,000 members dedicated to helping public-school teachers obtain donations of school supplies. Through her work and the generosity of individual donors across the state, over \$100,000 worth of school supplies have been sent directly to teachers that they would otherwise have had to pay for out of their own pockets. Plaintiff Lené is also

a parent of a child attending public school. Plaintiff Lené pays various taxes to the State of Oklahoma that provide revenue for public schools, including charter schools. These include individual income taxes, general sales taxes, and motor-fuel taxes. Plaintiff Lené objects to the use of state tax dollars to support St. Isidore, including because she believes that (1) public schools should be open to *all* students, and no taxpayer should be forced to fund a public school that could refuse to enroll any taxpayer's child; (2) state funding of St. Isidore would violate the separation of church and state; and (3) state funding of St. Isidore would be unlawful.

14. Plaintiff **Michele Medley** is a resident of Oklahoma County, Oklahoma. She is the mother of three children, two of whom are children with autism and attend public schools. She has been a staunch advocate at the State Capitol on behalf of children with autism, was instrumental in passage of legislation requiring treatments and therapies for autism to be covered by insurance, and is acutely aware of the difficulties children with disabilities can have in vindicating their legal right to receive a free and appropriate public education that meets their unique individual needs. Seeking an alternative to underfunded public schools, she spent years attempting to meet her children's special-education needs through private schools, including one Catholic private school, but discovered that those schools were woefully unprepared and generally unwilling to provide educational opportunities suitable to meet the needs of children with

autism. In addition, one of her children is LGBTQIA+, and her children were not safe from harmful discrimination while attending private religious schools. Plaintiff Medley pays various taxes to the State of Oklahoma that provide revenue for public schools, including charter schools. These include individual income taxes, general sales taxes, motor-vehicle taxes, motor-fuel taxes, alcoholic-beverage taxes, and property taxes. Plaintiff Medley objects to the use of state tax dollars to support St. Isidore, including because she believes that (1) schools like St. Isidore not only lack the experience and resources to provide for children with disabilities but also place those children at risk by refusing to abide by nondiscrimination laws that apply to other public schools; (2) funding St. Isidore would divert scarce funding from the State's other public schools, which are better situated to meet the needs of children with disabilities; (3) taxpayers should not be forced to fund religious schools that could discriminate against children with autism or LGBTQ children; (4) allowing St. Isidore to operate as a state-funded, public charter school would subject other Oklahoma children—at taxpayer expense—to the private-school experiences that failed her family; and (5) state funding of St. Isidore would be unlawful.

15. Plaintiff **Dr. Bruce Prescott** is a resident of Cleveland County, Oklahoma. He is a retired Baptist minister. Before retiring, he served as the executive director of Mainstream Oklahoma Baptists, a nonprofit organization dedicated to supporting the traditional Baptist beliefs in

separation of religion and government and defense of religious liberty for all people. Dr. Prescott is also a retired educator who has taught at the University of Oklahoma, Southwestern Baptist Theological Seminary, Phillips Theological Seminary, a public junior college, and a public high school. As a retired educator, he knows that the hallmark of public schools is that they are nondiscriminatory and secular. He pays various taxes to the State of Oklahoma that provide revenue for public schools, including charter schools. These include individual income taxes, general sales taxes, motor-vehicle taxes, motor-fuel taxes, alcoholic-beverage taxes, and property taxes. Dr. Prescott objects to the use of state tax dollars to support St. Isidore, including because he believes that (1) government should never fund discrimination; (2) permitting public schools to require students to receive religious instruction would violate the religious freedom of students, families, and taxpayers; and (3) state funding of St. Isidore would be unlawful.

16. Plaintiff **Rev. Dr. Mitch Randall** is a resident of Cleveland County, Oklahoma. Born in Oklahoma, he is a citizen of the Muscogee (Creek) Nation—an experience that offered him a first-hand perspective on issues regarding religious liberty and instilled in him strong support for church-state separation. He holds a Bachelor of Arts degree from Northeastern State University, a Master of Divinity with Biblical Languages from Southwestern Baptist Theological Seminary, and a Doctor of Ministry

from George W. Truett Theological Seminary. Currently the chief executive officer of Good Faith Media, he previously served as pastor of NorthHaven Church in Norman and as the executive director of the Baptist Center for Ethics. He pays various taxes to the State of Oklahoma that provide revenue for public schools, including charter schools. These include individual income taxes, general sales taxes, and motor-fuel taxes. Rev. Dr. Randall objects to the use of state tax dollars to support St. Isidore, including because he believes that (1) the use of taxpayer dollars to indoctrinate children in a religion harkens back to Oklahoma's notorious past when thousands of Indigenous children were forcibly taken from their families and provided a "Christian" education paid for with tax money; (2) diverting precious funding away from secular public education to a religious charter school not only would harm Oklahoma's public-education system but also would violate the religious liberty of others who do not want to support the school's religious teachings; (3) allowing state funding of St. Isidore could open the floodgates for taxpayer-funded discrimination; and (4) state funding of St. Isidore would be unlawful.

17. Plaintiff **Rev. Dr. Lori Walke** is a resident of Oklahoma County, Oklahoma. She is the Senior Minister of Mayflower Congregational United Church of Christ. As a minister, she cares deeply about religious freedom. She pays various taxes to the State of Oklahoma that provide revenue for public schools, including charter schools. These include

individual income taxes, general sales taxes, motor-vehicle taxes, motor-fuel taxes, tobacco taxes, alcoholic-beverage taxes, and property taxes. Rev. Dr. Walke objects to the use of state tax dollars to support St. Isidore, including because she believes that (1) state funding of St. Isidore would violate the religious freedom of taxpayers by forcing them to fund the religious education of others; (2) state funding of St. Isidore would divert funds away from existing, chronically underfunded public schools—which must serve all students—to a school that is not equally open to all students; and (3) state funding of St. Isidore would be unlawful.

18. Plaintiff **Erika Wright** is a resident of Cleveland County, Oklahoma. She is the founder and leader of the Oklahoma Rural Schools Coalition, which is a 10,000-member advocacy group of parents, educators, and business leaders that supports rural Oklahoma public schools. She is a former member of the Noble Public Schools Board of Education. As a leading advocate for rural public schools, she knows very well that public schools are the heartbeat—and often the largest employer—of rural Oklahoma communities. She is also the parent of two school-age children. Although those two children currently attend Oklahoma public schools, her oldest daughter (who is now an adult) attended a Catholic school from grades five through eight. Plaintiff Wright pays various taxes to the State of Oklahoma that provide revenue for public schools, including charter schools. These include individual income taxes, general sales taxes, motor-vehicle taxes,

motor-fuel taxes, alcoholic-beverage taxes, and property taxes. Plaintiff Wright objects to the use of state tax dollars to support St. Isidore because she believes that (1) as St. Isidore principally aims to educate students in rural parts of Oklahoma, state funding of St. Isidore would take funds away from brick-and-mortar public schools in rural counties and thereby harm those schools and their surrounding communities; (2) though she does not oppose Catholic schools or their teachings—having elected to provide a Catholic education to one of her children at her own expense—taxpayers should not be forced to subsidize for others the cost of providing a religious education that is contrary to the taxpayers' faiths; and (3) state funding of St. Isidore would be unlawful.

19. Though their backgrounds are diverse, all the individual plaintiffs are united as Oklahoma taxpayers who object to their tax dollars funding a public charter school that will discriminate against students and families based on their religion and LGBTQ status, that further has not committed to fully serving students with disabilities as required by law, that will teach a religious curriculum and indoctrinate students into a religion, and that is not in compliance with Oklahoma law in other respects.

Defendants

Statewide Virtual Charter School Board and its members

20. Defendant **Statewide Virtual Charter School Board** (“the Board”) is a state agency created in 2012 by legislation encoded at 70 O.S. § 3-145.1 *et seq.*

21. The Board has “the sole authority to authorize and sponsor statewide virtual charter schools in” Oklahoma. 70 O.S. § 3-145.1(A).

22. The Board’s duties include “[p]rovid[ing] oversight of the operations of statewide virtual charter schools” and “accepting, approving and disapproving statewide virtual charter school applications.” 70 O.S. § 3-145.3(A)(1)–(2).

23. The Board is also responsible for entering into, renewing, and revoking contracts with virtual charter schools. *See* 70 O.S. §§ 3-135(A), 3-145.3(A)(2).

24. The Board has five voting members, one of whom must be a resident of the First Congressional District, one who must be a resident of the Second, one who must be a resident of the Third, one who must be a resident of the Fourth, and one who must be a resident of the Fifth. *See* 70 O.S. §§ 3-145.1(A)(1)–(3).

25. Defendant **Statewide Virtual Charter School Board Member for the First Congressional District**, currently Dr. Robert Franklin, is sued solely in his official capacity.

26. Defendant **Statewide Virtual Charter School Board**
Member for the Second Congressional District, currently William
Pearson, is sued solely in his official capacity.

27. Defendant **Statewide Virtual Charter School Board**
Member for the Third Congressional District, currently Nellie Tayloe
Sanders, is sued solely in her official capacity.

28. Defendant **Statewide Virtual Charter School Board**
Member for the Fourth Congressional District is sued solely in their
official capacity. As of this writing, this seat on the Board is vacant.²

² At the time that St. Isidore submitted its initial application for charter-school sponsorship, this seat was held by Barry Beauchamp. On June 2, 2023, Oklahoma Speaker of the House Charles McCall appointed Brian Bobek to succeed Mr. Beauchamp as a member of the Board. On June 5, 2023, Deputy Attorney General and Counsel for the Board Niki S. Batt sent a letter to the Board's Executive Director, which is attached as Exhibit L [PE584-86], stating that Mr. Bobek's appointment was not effective until November 1, 2023. At a June 5, 2023 Board meeting, Mr. Bobek, not Mr. Beauchamp, participated as a member of the Board. (Minutes of the Special Meeting of the Statewide Virtual Charter School Board, June 5, 2023 (Ex. M hereto), at p. 1 [PE588].) At that meeting, before the Board voted on a revised application for charter-school sponsorship by St. Isidore, Board Chair Dr. Franklin urged Mr. Bobek to abstain from voting on the revised application. (Ex. M § 5 [PE589]; Video Recording: Oklahoma Statewide Virtual Charter School Board meeting (Ex. Q hereto), at 45:10 (June 5, 2023), <https://bit.ly/3td9PT6>.) Mr. Bobek did not abstain, and the Board approved St. Isidore's revised application at that meeting by a vote of three to two, with Mr. Bobek casting one of the three votes in favor. (Ex. M § 6(b) [PE590]; Ex. Q at 2:54:58.)

Mr. Bobek thereafter continued to act as the Board member for the Fourth Congressional District. On October 9, 2023, the Board approved a charter contract between the Board and St. Isidore, again by a vote of three to two, with Mr. Bobek casting one of the three votes in favor. (Video Recording: Oklahoma Statewide Virtual Charter School Board meeting (Ex.

26. Defendant **Statewide Virtual Charter School Board Member for the Second Congressional District**, currently William Pearson, is sued solely in his official capacity.

27. Defendant **Statewide Virtual Charter School Board Member for the Third Congressional District** is sued solely in their official capacity. As of this writing, this seat on the Board is vacant.

28. Defendant **Statewide Virtual Charter School Board Member for the Fourth Congressional District** is sued solely in their official capacity. As of this writing, this seat on the Board is vacant.²

² At the time that St. Isidore submitted its initial application for charter-school sponsorship, this seat was held by Barry Beauchamp. On June 2, 2023, Oklahoma Speaker of the House Charles McCall appointed Brian Bobek to succeed Mr. Beauchamp as a member of the Board. On June 5, 2023, Deputy Attorney General and Counsel for the Board Niki S. Batt sent a letter to the Board's Executive Director, which is attached as Exhibit L [PE584–86], stating that Mr. Bobek's appointment was not effective until November 1, 2023. At a June 5, 2023 Board meeting, Mr. Bobek, not Mr. Beauchamp, participated as a member of the Board. (Minutes of the Special Meeting of the Statewide Virtual Charter School Board, June 5, 2023 (Ex. M hereto), at p. 1 [PE588].) At that meeting, before the Board voted on a revised application for charter-school sponsorship by St. Isidore, Board Chair Dr. Franklin urged Mr. Bobek to abstain from voting on the revised application. (Ex. M § 5 [PE589]; Video Recording: Oklahoma Statewide Virtual Charter School Board meeting (Ex. Q hereto), at 45:10 (June 5, 2023), <https://bit.ly/3td9PT6>.) Mr. Bobek did not abstain, and the Board approved St. Isidore's revised application at that meeting by a vote of three to two, with Mr. Bobek casting one of the three votes in favor. (Ex. M § 6(b) [PE590]; Ex. Q at 2:54:58.)

Mr. Bobek thereafter continued to act as the Board member for the Fourth Congressional District. On October 9, 2023, the Board approved a charter contract between the Board and St. Isidore, again by a vote of three to two, with Mr. Bobek casting one of the three votes in favor. (Video Recording: Oklahoma Statewide Virtual Charter School Board meeting (Ex.

29. Defendant **Statewide Virtual Charter School Board Member for the Fifth Congressional District**, currently Brian Shellem, is sued solely in his official capacity.

30. As detailed above and below, on June 5, 2023, the Board approved an application for charter-school sponsorship by St. Isidore even though the application and St. Isidore's planned operations violate the Oklahoma Constitution, the Charter Schools Act, and the Board's regulations.

31. As detailed above and below, in October 2023, the Board approved and signed a contract with St. Isidore even though the contract likewise violates the Oklahoma Constitution, the Charter Schools Act, and the Board's regulations.

Oklahoma State Department of Education, Oklahoma State Board of Education, and the State Superintendent of Public Instruction

32. Defendant **Oklahoma State Department of Education** ("Department of Education") is the "department of the state government . . .

R hereto), at 46:45 (Oct. 9, 2023), <https://bit.ly/3TvNmuZ>.) On October 16, 2023, after Board Chair Dr. Franklin refused to sign the charter contract, Mr. Bobek signed it; the two other members who had voted in favor of the contract also signed it. (Ex. P at 20 [PE617].) On November 21, 2023, the Board's attorneys stated in a publicly filed brief that Mr. Bobek had resigned from the Board. Resp'ts' Br. Resp. Pet'rs' Pet. 3 n.3 (Nov. 21, 2023), *Drummond ex rel. State v. Okla. Statewide Virtual Charter Sch. Bd.* (No. MA-121694), <https://bit.ly/3Tr2iL2>.

The plaintiffs' understanding is that only the Attorney General or Mr. Beauchamp would have the right under Oklahoma law to challenge the validity of Mr. Bobek's appointment or of the above-described votes and contractual signature by Mr. Bobek.

charged with the responsibility of determining the policies and directing the administration and supervision of the public school system of the state.” 70 O.S. § 1-105(A).

33. Defendant **Oklahoma State Board of Education** (“Board of Education”) is the “agency in the State Department of Education which shall be the governing board of the public school system of the state.” 70 O.S. § 1-105(B).

34. Defendant **State Superintendent of Public Instruction**, currently Ryan Walters, is sued solely in his official capacity.

35. The State Superintendent of Public Instruction is “the executive officer of the State Board of Education,” one of its members, “and ha[s] control of and direct[s] the State Department of Education.” 70 O.S. § 1-105(C).

36. In addition to Walters, the other defendant **Members of the State Board of Education**—currently Donald Burdick, Sarah Lepak, Katie Quebedeaux, Zachary Archer, and Kendra Wesson—are sued in their official capacities.

37. Public-school districts and charter schools, including virtual charter schools, are entitled to state funding—commonly referred to as “State Aid allocations”—that is determined through a complex statutory formula. *See* 70 O.S. §§ 3-135(A)(12), 3-142(A)–(B), 3-145.3(C)–(D), 18-200.1, 18-201.1.

38. The Board of Education, the Department of Education, and the State Superintendent of Public Instruction calculate the amount of and distribute State Aid allocations to public-school districts and charter schools, including virtual charter schools. *See* 70 O.S. §§ 3-142(A), 18-103, 18-200.1, 18-201.1; Def. Okla. State Dep't of Educ. Mot. Dismiss 2–3 (Sept. 20, 2023), <https://bit.ly/3TtxtOX5>; Intervenor-Resp'ts' Br. Opp. Pet'rs' Pet. 2 (Nov. 21, 2023), *Drummond ex rel. State v. Okla. Statewide Virtual Charter Sch. Bd.* (No. MA-121694), <https://bit.ly/471rBX9>; Notice of Participation 2–3 (Dec. 1, 2023), *Drummond*, <https://bit.ly/3GM3ukx>.

39. The Board of Education, the Department of Education, and the State Superintendent of Public Instruction will calculate the amount of and distribute State Aid allocations to St. Isidore if an injunction preventing such distributions is not issued.

Saint Isidore of Seville Virtual Charter School, Inc.

40. Defendant **Saint Isidore of Seville Virtual Charter School, Inc.** (“St. Isidore”) also identifies itself and does business as St. Isidore of Seville Catholic Virtual School. (St. Isidore of Seville Catholic Virtual School, Virtual Charter School Revised Application to the Oklahoma Statewide Virtual Charter School Board (Ex. A hereto), at 2–3 [PE53–54] (May 25, 2023).)

41. St. Isidore, in its bylaws, identifies itself as “an Oklahoma not-for-profit corporation.” (Ex. A, Section 13, Appendix F, Section 1, page 1,

Section 1.1 [PE288]; *accord* Certificate of Incorporation of Saint Isidore of Seville Virtual Charter School, Inc. (Ex. B hereto), page 2, ¶ 7 [PE430].)

42. St. Isidore, in its bylaws and certificate of incorporation, identifies itself as “an Oklahoma virtual charter school established pursuant to the Oklahoma Charter School[s] Act, 70 O.S. § 3-130 et seq.” (Ex. A, Section 13, Appendix F, Section 1, page 1, Section 1.2 [PE288]; Ex. B, page 1, ¶ 3 [PE429].)

43. St. Isidore’s application also explains that “[t]he school falls under the umbrella of the Oklahoma Catholic Conference comprised of the Archdiocese of Oklahoma City and the Diocese of Tulsa.” (Ex. A at 91 [PE155].)

44. St. Isidore’s application identifies the “Applicant” as “St. Isidore of Seville Catholic Virtual School, Archdiocese of Oklahoma City.” (Ex. A at 3 [PE54].)

45. St. Isidore expects to principally serve Catholic students in rural areas of Oklahoma that do not have their own brick-and-mortar Catholic schools. (*See* Video Recording: Oklahoma Statewide Virtual Charter School Board meeting (Ex. O hereto), at 47:38–47:46, 1:22:31–1:22:59, 1:23:29–1:23:34 (Feb. 14, 2023), <https://bit.ly/3Rwl5BU>.)

46. As detailed below, as an Oklahoma virtual charter school, St. Isidore is a governmental entity and a state actor under state law and

therefore—in addition to being bound by the Charter Schools Act and the Board’s regulations—must comply with the Oklahoma Constitution.

47. As detailed below, St. Isidore will operate in ways that are prohibited by the Oklahoma Constitution, the Charter Schools Act, and the Board’s regulations, including by using state funds in an unconstitutional and unlawful manner and to support its unconstitutional and unlawful operations.

48. In addition, St. Isidore has an interest in the subject of this action and is so situated that the disposition of the action in its absence may, as a practical matter, impair or impede its ability to protect that interest or leave other parties to this action subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of its interest.

49. St. Isidore is thus named as a defendant both as (1) a governmental entity and state actor under state law that will operate and use state funds unconstitutionally and unlawfully and (2) a “person[] needed for just adjudication” under 12 O.S. § 2019(A).

**LEGAL REQUIREMENTS APPLICABLE TO
OKLAHOMA CHARTER SCHOOLS**

50. Charter schools in Oklahoma must comply with a host of constitutional, statutory, and regulatory requirements.

Constitutional Requirements

51. Oklahoma charter schools are defined by the Charter Schools Act as “public school[s].” 70 O.S. § 3-132(D).

52. As detailed below, as public schools, Oklahoma charter schools are governmental institutions and state actors under state law.

53. As public schools, governmental institutions, and state actors under state law, Oklahoma charter schools are bound by and must comply with the provisions of the Oklahoma Constitution.

54. Article I, Section 5 of the Oklahoma Constitution requires that the State “establish[] and maint[ain] . . . a system of public schools, which shall be open to all the children of the state and free from sectarian control.”

55. Article XIII, Section 1 of the Oklahoma Constitution similarly requires that the State “establish and maintain a system of free public schools wherein all the children of the State may be educated.”

56. Article XI, Section 2 of the Oklahoma Constitution established a “permanent school fund” that must “be used for the maintenance of the common schools in the State”; and Article XI, Section 3 of the Oklahoma Constitution prohibits the use of the permanent school fund “for any other purpose than the support and maintenance of common schools for the equal benefit of all the people of the State.”

57. Article II, Section 36A of the Oklahoma Constitution provides that “[t]he state shall not grant preferential treatment to, or discriminate

against, any individual or group on the basis of . . . sex . . . in the operation of public employment, public education or public contracting.”

58. As discrimination based on sexual orientation or gender identity constitutes discrimination based on sex, the prohibitions in Article II, Section 36A encompass discrimination based on sexual orientation and gender identity.

59. Article II, Section 7 of the Oklahoma Constitution—which provides that “[n]o person shall be deprived of life, liberty, or property, without due process of law”—has been construed as including an antidiscrimination component that affords protections against unreasonable or unreasoned governmental classifications that serve no important governmental interests.

60. As discrimination based on religion, sexual orientation, or gender identity serves no important governmental interests, public schools and other governmental entities and state actors are prohibited under Article II, Section 7 from discriminating based on religion, sexual orientation, and gender identity.

61. Article I, Section 2 of the Oklahoma Constitution provides: “Perfect toleration of religious sentiment shall be secured, and no inhabitant of the State shall ever be molested in person or property on account of his or her mode of religious worship; and no religious test shall be required for the exercise of civil or political rights.”

62. Under Article I, Section 2, public schools and other governmental entities and state actors are prohibited from discriminating based on religion, coercing people to engage in religious activity or undertake religious instruction, or proselytizing or indoctrinating people in any religion.

63. Article II, Section 5 of the Oklahoma Constitution provides: “No public money or property shall ever be appropriated, applied, donated, or used, directly or indirectly, for the use, benefit, or support of any sect, church, denomination, or system of religion, or for the use, benefit, or support of any priest, preacher, minister, or other religious teacher or dignitary, or sectarian institution as such.”

Statutory Requirements

64. Charter schools are public schools created by the Oklahoma legislature through the Oklahoma Charter Schools Act, 70 O.S. § 130 *et seq.*

65. The Charter Schools Act, together with certain other state statutes, governs Oklahoma charter schools and imposes numerous requirements upon them.

66. Among other provisions, the Act prohibits charter schools from discriminating in admissions on any basis, discriminating in employment based on religion, and proselytizing or indoctrinating students in any faith; the Act also mandates that charter schools serve students with disabilities in the same manner as public-school districts.

67. Under the Act, charter schools are defined as public schools and governmental bodies, have the same responsibilities and privileges as other public schools, must comply with numerous legal rules that govern other public schools, are subject to substantial control by their governmental sponsors, provide substantial benefits to the State, receive substantial benefits from the State, and perform the traditionally exclusive and state-constitution-mandated governmental function of public education—all of which demonstrate that Oklahoma charter schools are governmental entities and state actors under state law.

68. The Act defines a “charter school” as “a *public school* established by contract with a board of education of a school district” (70 O.S. § 3-132(D) (emphasis added)) or with certain other governmental entities (70 O.S. §§ 3-132(A), (D)).

69. The Act requires charter schools to “be as equally free and open to all students as traditional public schools.” 70 O.S. § 3-135(A)(9).

70. The Act requires that a lottery be used to select which students may enroll in a charter school if the number of students applying exceeds the space available; and the Act prohibits any admission preferences other than geographic ones, specifically enumerating “gender” and “disabling condition” as unlawful grounds for denying admission. 70 O.S. §§ 3-135(A)(10), 3-140, 3-145.3(J).

71. The Act requires Oklahoma charter schools to “comply with all . . . laws relating to the education of children with disabilities in the same manner as a school district.” 70 O.S. § 3-136(A)(7).

72. The Act requires charter schools to be “nonsectarian in [their] programs, admission policies, employment practices, and all other operations.” 70 O.S. § 3-136(A)(2).

73. Another statute, 70 O.S. § 1210.201, provides that “[s]egregation of children in the public schools of the State of Oklahoma on account of race, *creed*, color or national origin is prohibited.” (Emphasis added.)

74. The Charter Schools Act prohibits charter schools from “charg[ing] tuition or fees.” 70 O.S. § 3-136(A)(10).

75. The Act provides that charter schools are “subject to the same academic standards and expectations as existing public schools.” 70 O.S. § 3-135(A)(11).

76. Under the Act, charter schools receive state “funding in accordance with statutory requirements and guidelines for existing public schools.” 70 O.S. § 3-135(A)(12); *see also* 70 O.S. §§ 3-142(A)–(B), 3-145.3(C)–(D).

77. Specifically, charter schools receive state funding (commonly known as “State Aid allocations”) through a complex, statutory formula based on factors that include the number of students served, levels of teacher experience, how long a school has been in operation, the population

density of the area that the school serves, and various characteristics of enrolled students. *See* 70 O.S. §§ 3-135(A)(12), 3-142(A)–(B), 3-145.3(C)–(D), 18-200.1, 18-201.1.

78. The state funds that are paid to charter schools, including the State Aid allocations, are obtained from income, sales, and other taxes paid by Oklahoma taxpayers, including the plaintiffs.

79. The Act requires charter schools to “provide instruction each year for at least the number of days required” by law for other public schools. 70 O.S. § 3-136(A)(11) (citing 70 O.S. § 1-109).

80. The Act requires charter schools to provide bus transportation to their students to the same extent as public-school districts. 70 O.S. § 3-141(A) (citing 70 O.S. §§ 9-101–118).

81. The Act requires charter schools to participate in testing as required by the Oklahoma School Testing Program Act—which applies only to public schools—and in “the reporting of test results as is required of a school district.” 70 O.S. § 3-136(A)(4) (citing 70 O.S. § 1210.505 *et seq.*).

82. The Act provides that charter schools are “subject to the same reporting requirements, financial audits, audit procedures, and audit requirements as a school district.” 70 O.S. § 3-136(A)(6); *accord* 70 O.S. § 3-145.3(E).

83. The Act requires charter schools to submit performance data to the governmental body that sponsored them, which must be “in the identical

format that is required by the State Department of Education of all public schools” and must cover a variety of matters, including “[r]ecurrent enrollment from year to year as determined by the methodology used for public schools in Oklahoma” and, “[i]n the case of high schools, graduation rates as determined by the methodology used for public schools in Oklahoma.” 70 O.S. § 3-135(C).

84. The Act requires charter schools to “comply with the student suspension requirements” that apply to other public schools. 70 O.S. § 3-136(A)(12) (citing 70 O.S. § 24-101.3).

85. The Act provides that employees of charter schools are eligible for the same retirement benefits that Oklahoma provides to teachers at other public schools. 70 O.S. § 3-136(A)(14).

86. The Act provides that employees of charter schools “may participate in all health and related insurance programs available to the employees of” their governmental sponsor. 70 O.S. § 3-136(A)(15).

87. The Act requires charter schools to “comply with the Oklahoma Open Meeting Act and the Oklahoma Open Records Act.” 70 O.S. § 3-136(A)(16).

88. The Act provides that charter schools are “eligible to receive current government lease rates” if they choose to lease property. 70 O.S. § 3-142(E).

89. The Act requires charter schools to annually issue financial statements that meet requirements applicable to school districts. 70 O.S. § 3-136(A)(18) (citing 70 O.S. § 5-135).

90. The Act requires charter schools to have governing boards that hold public meetings at least quarterly. 70 O.S. §§ 3-135(A)(3), 3-145.3(F).

91. The Act provides that governing boards of charter schools are “subject to the same conflict of interest requirements as a member of a local school board.” 70 O.S. §§ 3-136(A)(17), 3-145.3(F).

92. The Act provides that members of the governing board of a virtual charter school appointed after July 1, 2019, are “subject to the same instruction and continuing education requirements as a member of a local school board.” 70 O.S. § 3-145.3(F).

93. The Act provides that “[a] charter school shall be considered a school district for purposes of tort liability under The Governmental Tort Claims Act.” 70 O.S. § 3-136(A)(13).

94. The Act provides that each charter school is considered a separate “local education agency” (70 O.S. §§ 3-142(C), 3-145.3(C)), which is a public board of education or other public authority legally constituted for administrative control or direction of public elementary or secondary schools (*see* 10 O.S. § 601.42).

95. The Act requires the State Board of Education to “identify charter schools in the state that are ranked in the bottom five percent (5%)

of all public schools as determined pursuant” to a statutory formula, and charter schools that are so ranked over a three-year period are subject to closure by their sponsor or the State Board. 70 O.S. § 3-137(G) (citing 70 O.S. § 1210.545).

96. The Act requires virtual charter schools to comply with special rules concerning attendance and truancy and to “keep a full and complete record of the attendance of all students enrolled in the virtual charter school in one of the student information systems approved by the State Department of Education.” 70 O.S. § 3-145.8.

97. The purposes of the Act are to provide a variety of benefits to the State, including to (1) “[i]mprove student learning”; (2) “[i]ncrease learning opportunities for students”; (3) “[e]ncourage the use of different and innovative teaching methods”; (4) “[p]rovide additional academic choices for parents and students”; (5) “[r]equire the measurement of student learning and create different and innovative forms of measuring student learning”; (6) “[e]stablish new forms of accountability for schools”; and (7) “[c]reate new professional opportunities for teachers and administrators.” 70 O.S. § 3-131(A).

98. Under the Act, only governmental entities—such as school districts, state universities and colleges, the State Board of Education, and the Statewide Virtual Charter School Board—may serve as sponsors for a charter school. 70 O.S. §§ 3-132(A), 3-145.1(A).

99. The Act requires applicants for sponsorship of a charter school to take state-mandated training “on the process and requirements for establishing a charter school” before applying. 70 O.S. § 3-134(A).

100. The Act requires that, to establish a charter school, applicants must submit detailed applications that provide thirty-five statutorily enumerated categories of information. 70 O.S. § 3-134(B).

101. The Act provides that charter-school sponsors have the power and duty to grant or deny applications based on the quality of the applications. 70 O.S. §§ 3-134(I)(3)–(4).

102. The Act requires charter-school sponsors to “[d]ecline to approve weak or inadequate charter applications.” 70 O.S. § 3-134(I)(4).

103. The Act requires charter-school sponsors to (1) “[p]rovide oversight of the operations of charter schools”; (2) “[n]egotiate and execute sound charter contracts with each approved public charter school”; (3) “[m]onitor . . . the performance and legal compliance of charter schools”; and (4) “[d]etermine whether each charter contract merits renewal, nonrenewal or revocation.” 70 O.S. §§ 3-134(I)(1), (5), (6), (7); *see also* 70 O.S. § 3-145.3(A).

104. The Act requires charter schools to “adopt a charter which will ensure” that the “charter school shall comply with all . . . state and local rules and statutes relating to health, safety, civil rights and insurance.” 70 O.S. § 3-136(A)(1).

105. A list of these laws, which includes sixty-five separate laws, is maintained by the Department of Education. This list is attached as Exhibit S [PE621–24].

106. The Act requires that “[t]he sponsor of a charter school shall enter into a written contract with the governing body of the charter school” that, among other provisions, must include “[a] description of how the charter school will comply with the charter requirements set forth in the [Act].” 70 O.S. § 3-135(A)(5).

107. The Act provides that charter-school sponsors may approve a contract with a charter school only at “an open meeting of the sponsor.” 70 O.S. § 3-135(B).

108. The Act requires charter schools that wish to remain active to seek renewal of their charter contracts every five years (70 O.S. § 3-137(C)(1)), and the Act provides that a charter-school sponsor may deny renewal of a charter contract or terminate a charter contract during a five-year term for poor performance or other good cause (70 O.S. §§ 3-137(D)–(G)).

109. The Department of Education and Board of Education evaluate the compliance of charter schools (and all other public schools) with state accreditation requirements annually (with respect to some requirements and in some circumstances) or every four years (with respect to other requirements and in other circumstances). *See* 70 O.S. §§ 3-104.4(I)–(J).

110. A copy of the Department of Education’s “Accreditation Compliance Review Sheet” for charter schools, which measures whether each school complies with fifty-two separate legal requirements, is attached as Exhibit T [PE625–31].

111. The Board of Education “may exercise the option of assuming control” of a poorly performing charter school. *See* 70 O.S. § 1210.544(B)(1).

112. Because charter schools are creatures of statute, the Oklahoma Legislature could eliminate all charter schools in Oklahoma by repealing the Act.

Regulatory Requirements

113. In addition to the constitutional and statutory requirements that govern them, Oklahoma virtual charter schools must comply with extensive regulations, including ones that the Statewide Virtual Charter School Board has adopted. *See* OAC § 777:1-1-1 *et seq.*

114. One of the Board’s regulations requires applications for sponsorship of a new virtual charter school to “include signed and notarized statements from the Head of the School and the governing body members . . . showing their agreement to fully comply as an Oklahoma public charter school with all statute[s], regulations, and requirements of the . . . State of Oklahoma, Statewide Virtual Charter School Board, and Oklahoma Department of Education.” OAC § 777:10-3-3(c)(1)(F).

115. The signed and notarized statements must “[s]pecifically cite agreement . . . to guarantee access to education and equity for all eligible students regardless of their race, ethnicity, economic status, academic ability, or other factors as established by law.” *Id.*

116. Another Board regulation requires “each statewide virtual charter school” to have “consistent lawful procedures in place governing admission, child find responsibilities, evaluation, and re-evaluation of students with disabilities, as well as applicable procedural safeguards and policies and procedures to ensure provision of free appropriate online and other educational and related services, supplementary aids and services, modifications, accommodations, supports for personnel, and other technical supports provided in the least restrictive environment to students with disabilities and/or other special needs in compliance with applicable . . . state laws and regulations.” OAC § 777:10-3-3(b)(3)(C).

117. Accordingly, under another Board regulation, a factor in deciding whether the Board should approve a charter-school application is “[w]hether the charter school has adequate human resources, facilities, systems, and structures in place as necessary to evaluate the needs of and provide effective services to students with disabilities.” OAC § 777:10-3-3(c)(3)(D).

118. A Board regulation requires that the Board “provide ongoing oversight of [virtual] charter schools through data and evidence collection,

site visits, attendance of governing board meetings, compliance checks, and school performance reviews.” OAC § 777:10-3-4(b).

119. This regulation further provides that “the virtual charter schools authorized by the [Board] shall be subject to compliance audits conducted by the [Board] at any time during the charter contract term.” OAC § 777:10-3-4(i).

120. Like all other public schools, charter schools must annually “submit an Application for Accreditation to the Accreditation Standards Section of the State Department of Education.” OAC § 210:35-3-201(a).

121. A copy of the most recent version of the accreditation application for charter schools that is available on the Department of Education’s website is attached as Exhibit U [PE632–39].

122. “Each charter school shall be required to furnish and maintain liability insurance coverage and fidelity bonding of the same terms, conditions, types and amounts required of public schools under Oklahoma law.” OAC § 210:40-87-6(a).

123. And “[c]harter school officers and/or employees shall be required to furnish and maintain surety bonds with the same terms, conditions, penalty, types and amounts required of public school officers and/or employees under Oklahoma law.” OAC § 210:40-87-6(b).

FACTUAL ALLEGATIONS CONCERNING ST. ISIDORE

St. Isidore's Submission of an Application and Entry into a Contract to Become a Public Charter School

124. On January 30, 2023, St. Isidore submitted an application to the Board that asked the Board to sponsor St. Isidore as a statewide virtual public charter school.

125. On April 11, 2023, as detailed below, the Board rejected St. Isidore's application, identifying eight categories of deficiencies in it.

126. St. Isidore submitted a revised charter-school sponsorship application to the Board on May 25, 2023.

127. The revised application is attached as Exhibit A [PE1-427].

128. St. Isidore's revised application (like its original application) makes clear that St. Isidore (1) refuses to certify that it will comply with all applicable laws, including antidiscrimination laws and laws requiring it to adequately serve students with disabilities; (2) will actually discriminate in admissions, discipline, and employment based on religion, sexual orientation, gender identity, and other legally prohibited grounds; (3) has not committed to fully serving students with disabilities as required by the Charter Schools Act; and (4) will teach a religious curriculum and indoctrinate students in particular religious beliefs.

129. As detailed above and below, on June 5, 2023, the Board approved St. Isidore's revised application by a vote of three to two.

130. As detailed above and below, on October 9, 2023, the Board approved a charter contract with St. Isidore by a vote of three to two.

131. As detailed above and below, on October 13, 15, and 16, St. Isidore and the three Board members who voted in favor of approval of the contract signed the contract.

132. The contract is attached as Exhibit P [PE597–618].

133. The contract provides that St. Isidore’s approved application is “incorporated by reference” in the contract, except that “[i]n the event of a conflict between the terms of this Contract and the approved terms in the Charter School’s Application for Sponsorship, the terms of this Contact shall supersede.” (Ex. P at 19, ¶ 11.9 [PE616].)

St. Isidore Will Discriminate in Student Admissions, Student Discipline, and Employment Based on Religion, Sexual Orientation, Gender Identity, and Other Prohibited Grounds

134. As noted above, one of the Board’s regulations requires applications for sponsorship of a new charter school to “include signed and notarized statements from the Head of the School and the governing body members . . . showing their agreement to fully comply as an Oklahoma public charter school with all statute[s], regulations, and requirements of the . . . State of Oklahoma, Statewide Virtual Charter School Board, and Oklahoma Department of Education,” and to “[s]pecifically cite agreement . . . to guarantee access to education and equity for all eligible students

regardless of their race, ethnicity, economic status, academic ability, or other factors as established by law.” OAC § 777:10-3-3(c)(1)(F).

135. In its revised application, St. Isidore failed to submit these guarantees to comply with antidiscrimination and other laws.

136. Instead, St. Isidore submitted notarized statements that it would comply with antidiscrimination and other legal requirements only “to the extent required by law, including . . . religious exemptions . . . with priority given to the Catholic Church’s understanding of itself and its rights and obligations pursuant to the Code of Canon Law and the Catechism of the Catholic Church.” (Ex. A at 93 & Section 12 [PE159, 161–70].)

137. Similarly, elsewhere in the application, St. Isidore stated that “[t]he School complies with all applicable state . . . laws and statutes to the extent the teachings of the Catholic Church allow”; that “[t]he School complies with all applicable local [and] state . . . laws and regulations governing fair employment practices that are not inconsistent with the faith or moral teaching of the Catholic Church”; and that, “[t]o the extent that local [and] state . . . laws and regulations are inconsistent with the faith and moral teaching of the Catholic Church,” St. Isidore views itself as exempt from the laws and regulations. (Ex. A at 109 [PE195].)

138. St. Isidore’s revised application thus makes clear that St. Isidore will comply with antidiscrimination and other legal requirements

applicable to Oklahoma charter schools only to the extent that those requirements do not conflict with its religious beliefs.

139. In addition, as noted above, the Charter Schools Act requires charter schools to “adopt a charter which will ensure” that the “charter school shall comply with all . . . state and local rules and statutes relating to health, safety, civil rights and insurance.” 70 O.S. § 3-136(A)(1).

140. As noted above, the Act further requires that “[t]he sponsor of a charter school shall enter into a written contract with the governing body of the charter school” that, among other provisions, must contain “[a] description of how the charter school will comply with the charter requirements set forth in the [Act].” 70 O.S. § 3-135(A)(5).

141. The Board’s contract with St. Isidore also “constitute[s] the Charter” of St. Isidore. (Ex. P at 1 [PE598].)

142. Instead of requiring St. Isidore to “comply with all . . . state and local rules and statutes relating to health, safety, civil rights and insurance” as required by 70 O.S. § 3-136(A)(1), St. Isidore’s contract/charter provides only that “[t]he Charter School agrees to comply with all Applicable Law.” (Ex. P at 12, ¶ 8.1 [PE609].)

143. In turn, the contract/charter sets forth a complex definition of “Applicable Law” that purports to grant St. Isidore broad religion-based exemptions from legal requirements—including antidiscrimination requirements—that apply to charter schools:

“Applicable Law” means all federal and state statutes and rules and regulations applicable to virtual charter schools organized under the Oklahoma Charter Schools Act, including without limitation provisions of the Oklahoma Constitution, Oklahoma Charter Schools Act, Oklahoma Governmental Tort Claims Act, federal statutes pertaining to labor and employment, unemployment compensation, and worker’s compensation, and laws governing tax withholding and reporting of employee wages, federal and state regulations relating to health, safety, civil rights, and insurance, and any other state, local, or federal law or regulation applicable by its own terms to the Charter School. The parties to this Contract recognize certain rights, exemptions or entitlements are applicable to the Charter School as a religious organization under federal, state, or local law, rules, and regulations, including without limitation the Charter School’s rights under the so-called “ministerial exception” and other aspects of the “church autonomy” doctrine; Article 1, Section 2, of the Constitution of the State of Oklahoma; the Oklahoma Religious Freedom Act; the federal Religious Freedom Restoration Act; and the First Amendment to the Constitution of the United States (the “Religious Protections”). Accordingly, references in this Contract to the Charter School’s compliance with Applicable Law shall be understood to mean compliance in a manner nonetheless consistent with the Charter School’s Religious Protections.

(Ex. P at 1–2, ¶ 2.1 [PE598–99].)

144. Similarly, other provisions of the contract/charter state that “actions by the Charter School that are inconsistent with Applicable Law but nonetheless within the Charter School’s rights under the Religious Protections shall not be deemed a violation of this Contract” (Ex. P at 3, ¶ 3.1 [PE600]) and that “if the Charter School is a religious nonprofit organization, the Charter School shall be entitled to its Religious Protections even when in conflict with the Applicable Law” (Ex. P at 18, ¶ 11.1 [PE615]).

145. In short, instead of requiring St. Isidore to fully comply with all antidiscrimination and other legal requirements applicable to Oklahoma charter schools, the contract/charter purports to grant St. Isidore broad exemptions from those requirements.

146. Accordingly, the State Department of Education, the State Board of Education, and the Superintendent of Public Instruction have stated in briefs filed in this and a related action that they plan to enforce antidiscrimination and other legal requirements applicable to Oklahoma charter schools against St. Isidore only “to the extent that those laws do not require St. Isidore to compromise its religious beliefs,” “do not conflict with its religious beliefs,” do not “infring[e] on St. Isidore’s religious beliefs,” “do not require St. Isidore to sacrifice its religious beliefs,” and do not “require St. Isidore to . . . forfeit its sincerely held religious belief.” (See Def. Okla. State Dep’t of Educ. Mot. Dismiss 4 (Sept. 20, 2023), <https://bit.ly/3TxtOX5>; Def. Okla. State Dep’t Reply Supp. Mot. Dismiss 11–12 (Dec. 7, 2023), <https://bit.ly/3tn6MHV>; Intervenor-Resp’ts’ Br. Opp. Pet’rs’ Pet. 1, 15 (Nov. 21, 2023), *Drummond ex rel. State v. Okla. Statewide Virtual Charter Sch. Bd.* (No. MA-121694), <https://bit.ly/471rBX9>; see also Notice of Participation 3 (Dec. 1, 2023), *Drummond*, <https://bit.ly/3GM3ukx> (joinder by State Board of Education in State Department of Education’s prior filings).

147. And St. Isidore will, in fact, discriminate in student admissions, student discipline, and employment on a variety of grounds.

Religious discrimination in admissions

148. St. Isidore's programming and operations will result in discrimination in admissions based on religion.

149. While St. Isidore professes in its revised application that it will accept students "of different faiths or no faith," it qualifies that statement by warning that "[a]dmission assumes the student and family willingness to adhere with respect to the beliefs, expectations, policies, and procedures of the school." (Ex. A at 38 [PE91]; *accord Frequently Asked Questions, When Will St. Isidore Catholic Virtual School Open?*, St. Isidore of Seville Catholic Virtual School, <https://stisidorevirtualschool.org/faqs> (last visited Jan. 7, 2024) (Ex. N hereto [PE594]).)

150. Though St. Isidore students "will not be required to affirm [St. Isidore's] beliefs . . . their experience will reflect the Catholic understanding of each person as created in the image and likeness of God, called to lives of holiness and service." (Ex. A at 104 [PE190].)

151. The Archdiocese of Oklahoma City, together with the Diocese of Tulsa, will "direct on diocesan policies that apply to" St. Isidore and, "[f]or purposes of implementing the School's Catholic mission, ministry, doctrine, practice, policy, and discipline," will serve as the school's "final interpretive authority with respect to matters of faith and morals." (Ex. A at 91 [PE155]; *id.*, Appendix F, Section 1, pp. 5, 11 [PE292, 298].)

152. The Archdiocese of Oklahoma City's policy is that "[s]hould a parent or student intentionally and knowingly" express "disagreement with Catholic faith and morals, they are effectively choosing not to fully embrace the promised school learning environment offered for all students and by that choice, freely made, they are choosing not to remain a part of the school community. School administration will respect that decision and act accordingly by withdrawing them from the school or decline to approve them for admission." (Student-parent handbook of Christ the King Catholic School (Ex. C hereto) at 3 [PE438] (July 29, 2022), <https://bit.ly/3O7zsuU>.³)

153. As stated in a brief the Board filed in this action, it is the Board's understanding that St. Isidore students "may [not] undermine or violate [Catholic] beliefs." (Board Defs.' Reply Supp. Mot. Dismiss 13 (Dec. 7, 2023), <https://bit.ly/4am8h9M>.)

154. Moreover, as detailed below, St. Isidore will immerse its students in instruction in its religious tenets, including by teaching students that if they "reject God's invitation" they will "end up in hell." (Ex. A at 107 [PE193] (quoting *Catechism of the Catholic Church* ¶ 1033).)

³ Christ the King Catholic School is a school of the Archdiocese of Oklahoma City. (Ex. C at 5 [PE440].) All policies cited from the Christ the King handbook are expressly identified with blue highlighting in the original handbook as policies "required by the Archdiocese of Oklahoma City." (See Ex. C at 1 [PE436].)

155. Because St. Isidore’s program requires students to submit to instruction in particular religious tenets, it is not actually open to children of all faiths and is instead discriminatory based on religion.

156. Indeed, students of a variety of faiths—including certain Jewish and Muslim students—would be prohibited by their religions from “adher[ing] . . . to the beliefs” (*cf.* Ex. A at 38 [PE91]) of or submitting to religious indoctrination in a religious faith different from their own.

*Discrimination in student admissions and discipline
based on sexual orientation, gender identity,
pregnancy outside of marriage, and sexual activity outside of marriage*

157. St. Isidore also will discriminate among prospective or enrolled students based on sexual orientation, gender identity, pregnancy outside of marriage, and sexual activity outside of marriage.

158. In its revised application, St. Isidore states that it will “operate a school in harmony with faith and morals, including sexual morality, as taught and understood by the Magisterium of the Catholic Church based upon Holy Scripture and Sacred Tradition.” (Ex. A at 18 [PE71].)

159. St. Isidore’s “Anti-Discrimination, Anti-Harassment, and Anti-Retaliation Policy” (which appears both in St. Isidore’s revised application and on St. Isidore’s website) provides that it is “not in[t]en[d]ed to conflict with any of the School’s religious ten[e]ts or teachings of the Catholic Church”—“specifically includ[ing] Catholic teachings on modesty, sanctity of life, sanctity of marriage, the theology of the body, sexual orientation, and

gender identity”—and that “[t]he School will defer to the appropriate Catholic faith leaders and teachings in implementing this policy and nothing in this policy is intended to conflict with those teachings.” (Ex. A at 167–68 [PE253–54]; *Non-Discrimination Policy*, St. Isidore of Seville Catholic Virtual School, <https://stisidorevirtualschool.org/non-discrimination> (last visited Jan. 7, 2024) (Ex. V hereto at 1 [PE641]).)

160. According to the *Catechism of the Catholic Church*—which is the “authoritative exposition” of the Catholic faith (see *Catechism of the Catholic Church* xv (2d ed.), <https://bit.ly/3Xm4Ub7>) and which St. Isidore cites as an authority numerous times in its application (see, e.g., Ex. A at 17, 18, 93, 107, 108 [PE70, 71, 159, 193, 194])—authoritative Catholic teaching prohibits people from engaging in “homosexual acts” and requires gay and lesbian people to be “chast[e]” (see *Catechism of the Catholic Church* ¶¶ 2357–59).

161. Authoritative Catholic teaching, as stated in the *Catechism of the Catholic Church*, requires that “[e]veryone—man and woman—should acknowledge and accept his or her sexual *identity*” as biologically assigned at birth. See *id.* ¶ 2333.

162. Authoritative Catholic teaching, as stated in the *Catechism of the Catholic Church*, prohibits heterosexual activity outside of marriage. *Id.* ¶ 2353.

163. Thus, while St. Isidore's revised application states that the school "shall not discriminate" "in its discipline policy and practices" based on a variety of characteristics that include "biological sex," the application does not include sexual orientation and gender identity as protected characteristics. (Ex. A at 43 [PE96].)

164. Similarly, St. Isidore's "Anti-Discrimination, Anti-Harassment, and Anti-Retaliation Policy" states that "[t]he School strictly prohibits and does not tolerate any unlawful discrimination, harassment, or retaliation *that is also inconsistent with Catholic teaching* on the basis of a person's race, color, national origin, disability, genetic information, sex, pregnancy (*within church teaching*), *biological sex (gender)*[,] age, military status, or any other protected classes recognized by applicable . . . law[s] in its programs and activities." (Ex. A at 168 [PE254] (emphasis added); *accord* Ex. V at 2 [PE642].)

165. As noted above, the Archdiocese of Oklahoma City, together with the Diocese of Tulsa, will "direct on diocesan policies that apply to" St. Isidore and, "[f]or purposes of implementing the School's Catholic mission, ministry, doctrine, practice, policy, and discipline," will serve as the school's "final interpretive authority with respect to matters of faith and morals." (Ex. A at 91 [PE155]; *id.*, Appendix F, Section 1, pp. 5, 11 [PE292, 298].)

166. Archdiocese of Oklahoma City policy is that “advocating for, or expressing same-sex attractions . . . is not permitted” for students. (Ex. C at 15 [PE450].)

167. The Archdiocese of Oklahoma City’s “Sexual Identity Policy” states that any student who “reject[s] his or her body by social transition (dressing and identifying as the opposite sex or as non-binary), medical transition (use of puberty blockers or cross sex hormones), or surgical transition (removal of sexual organs or of secondary sex characteristics, or surgeries designed to create secondary sex characteristics of the opposite sex)” will be “choosing not to remain enrolled,” because any of those actions would be contrary to Catholic doctrine. (Ex. C at 45–46 [PE480–81].)

168. The Archdiocese of Oklahoma City’s “Sexual Identity Policy” further provides that “school personnel will address students by . . . pronouns correlating to the student’s sexual identity based on biological sex from conception.” (Ex. C at 46 [PE481].)

169. Archdiocese of Oklahoma City policy additionally provides that “all students . . . must follow the dress code expectation of their biological sex.” (Ex. C at 10 [PE445].)

170. As noted above, St. Isidore’s revised application states that “[a]dmission assumes the student and *family* willingness to adhere with respect to the beliefs, expectations, policies, and procedures of the school.” (Ex. A at 38 [PE91] (emphasis added).)

171. This statement suggests that—in addition to discriminating against prospective or enrolled students because they are LGBTQ, become pregnant outside of marriage, or are sexually active outside of marriage—St. Isidore will discriminate against students because their *parents or guardians* have any of those characteristics.

*Discrimination in employment based on
religion, sexual orientation, gender identity,
pregnancy outside of marriage, and sexual activity outside of marriage*

172. St. Isidore will discriminate in employment based on religion, sexual orientation, gender identity, pregnancy outside of marriage, and sexual activity outside of marriage.

173. St. Isidore’s revised application states that the school will “hire educators, administrators, and coaches as ministers committed to living and teaching Christ’s truth as understood by the Magisterium of the Roman Catholic Church through actions and words, using their commitment to Christ and his teachings in character formation, discipline, and instruction, and to live this faith as a model for students.” (Ex. A at 18 [PE71].)

174. The application explains that “Catholic teachers are called ‘in imitation of Christ, the only Teacher, [to] reveal the Christian message not only by word but also by every gesture of their behavior.’” (Ex. A at 104 [PE190] (quoting The Sacred Congregation for Catholic Education, *The Catholic School* (1977) (alteration in original)).)

175. Thus, both “in their day-to-day work and personal lives,” all St. Isidore employees are required to “adhere to the teachings of the Church” and “refrain from actions that are contrary to the teachings of the Church.” (Ex. A at 105–06 [PE191–92].)

176. As noted above, authoritative Catholic teaching, as stated in the *Catechism of the Catholic Church*, prohibits people from engaging in “homosexual acts,” requires gay and lesbian people to be “chast[e],” requires that “[e]veryone—man and woman—should acknowledge and accept his or her sexual *identity*” as biologically assigned at birth, and prohibits heterosexual activity outside of marriage. *See Catechism of the Catholic Church* ¶¶ 2333, 2353, 2357–59.

177. As stated in a brief the Board filed in this action, it is the Board’s understanding that St. Isidore employees “may [not] undermine or violate [Catholic] beliefs.” (Board Defs.’ Reply Supp. Mot. Dismiss 13 (Dec. 7, 2023).)

178. St. Isidore will extend spousal employee benefits only to “opposite sex spouse[s].” (Ex. A at 136 [PE222].)

179. St. Isidore will require that employees’ “[c]lothing and appearance . . . ensure modesty and sex-appropriateness, reflecting the Church’s teaching on the dignity of the human person as well as the unique dignity of each sex.” (Ex. A at 115–16 [PE201–02].)

180. Though St. Isidore represents that not all of its employees are required to be Catholic (*see* Ex. A at 105 [PE191]), “[t]he School retains its right to consider religion as a factor in employment-related decisions” (Ex. A at 109 [PE195]).

181. Thus, St. Isidore’s principal must be a “[p]racticing Catholic in good standing,” and St. Isidore’s IT Director/Trainer must “[a]ctively participate[] as a member of a faith community.” (*Job Description: Principal*, St. Isidore of Seville Catholic Virtual School, first page (Jan. 2024), <https://bit.ly/41NNJ6i> (Ex. W hereto [PE654]); *Job Description: IT Director/Trainer*, St. Isidore of Seville Catholic Virtual School, third page (Jan. 2024), <https://bit.ly/41RaS7N> (Ex. X hereto [PE661]).)

Relevant contract provisions

182. The contract between the Board and St. Isidore states, “The parties acknowledge and agree that if the Charter School is a religious nonprofit organization, it has the right to freely exercise its religious beliefs and practices consistent with its Religious Protections.” (Ex. P at 12, ¶ 8.2 [PE609].)

183. Another contract provision confirms that “the Charter School is a privately operated religious non-profit organization entitled to Religious Protections.” (Ex. P at 1, ¶ 1.5 [PE598].)

184. As noted above, the contract defines “Religious Protections” as certain rights, exemptions or entitlements [that] are applicable to the Charter School as a religious organization under federal,

state, or local law, rules, and regulations, including without limitation the Charter School's rights under the so-called 'ministerial exception' and other aspects of the 'church autonomy' doctrine; Article 1, Section 2, of the Constitution of the State of Oklahoma; the Oklahoma Religious Freedom Act; the federal Religious Freedom Restoration Act; and the First Amendment to the Constitution of the United States.

(Ex. P at 1–2, ¶ 2.1 [PE598–99].)

185. And, as detailed above, in several places the contract makes clear that the “Religious Protections” supersede “Applicable Law” and exempt St. Isidore from having to comply with “Applicable Law.” *See supra* ¶¶ 142–44 (citing Ex. P at 1–3, 18, ¶¶ 2.1, 3.1, 11.1 [PE598–600, 615]).

186. Moreover, the contract expressly provides that, as “a religious nonprofit organization,” St. Isidore does *not* need to “be nonsectarian in its . . . admission policies [and] employment practices.” (Ex. P at 12, ¶ 8.2 [PE609].)

187. The contract thus permits St. Isidore to ignore—on religious grounds—an antidiscrimination provision in the contract that otherwise would have ensured that “no student shall be denied admission to the Charter School on the basis of race, color, national origin, sex, sexual orientation, gender identity, gender expression, disability, age, proficiency in the English language, religious preference or lack thereof, income, aptitude, or academic ability” (Ex. P at 14, ¶ 8.8 [PE611]).

188. Moreover, even if the contract's clause concerning discrimination in admissions were not superseded by the contract's

exemptions and did require St. Isidore to enroll students who identify as non-Catholic or LGBTQ, the school is *de facto* not open to students of all religions and LGBTQ students.

189. As explained above, St. Isidore students will be prohibited from expressing disagreement with the Catholic faith or acting in contradiction to Catholic religious tenets. *See supra* ¶¶ 149–53.

190. St. Isidore’s indoctrination of students in that faith will make the school unsuitable for students of a variety of other religions—some of whom would actually be barred by their faiths from submitting to religious instruction in a faith different from their own. *See supra* ¶¶ 154–56.

191. St. Isidore will prohibit LGBTQ students from living in accordance with their identities. *See supra* ¶¶ 157–71.

192. Further, nothing in the contract bars St. Isidore from discriminating against non-Catholic or LGBTQ students in discipline or otherwise after they enroll, or even from expelling them. (Ex. P [PE597–618].)

193. The contract also allows St. Isidore to discriminate in employment, stating that “[t]he Charter School shall ensure that employment of the Charter School’s personnel is conducted in accordance with all Applicable Law.” (Ex. P at 15, ¶ 8.11 [PE612].)

194. As explained above, the contract’s definition of “Applicable Law” incorporates broad religious exemptions (*see supra* ¶ 143), including “the

Charter School's rights under the so-called 'ministerial exception'" (Ex. P at 2, ¶ 2.1 [PE599]), which is a doctrine that permits *private* religious organizations to disregard employment-discrimination laws with respect to certain employees.

195. The contract also provides that "the Charter School shall ensure that employment is conducted in accordance with the Charter School's personnel policies and procedures" (Ex. P at 15, ¶ 8.11 [PE612]), and as detailed above, those policies and procedures are discriminatory (*see supra* ¶¶ 172-81).

**St. Isidore Has Not Committed to Fully Serving Students
With Disabilities as Required by the Charter Schools Act
and Asserts a Right to Discriminate Against Them**

196. As stated above, the Charter Schools Act requires Oklahoma charter schools to "comply with all . . . laws relating to the education of children with disabilities in the same manner as a school district." 70 O.S. § 3-136(A)(7).

197. Similarly, OAC § 777:10-3-3(b)(3)(C) requires "each statewide virtual charter school" to have "consistent lawful procedures in place governing admission, child find responsibilities, evaluation, and re-evaluation of students with disabilities, as well as applicable procedural safeguards and policies and procedures to ensure provision of free appropriate online and other educational and related services, supplementary aids and services, modifications, accommodations, supports

for personnel, and other technical supports provided in the least restrictive environment to students with disabilities and/or other special needs in compliance with applicable . . . state laws and regulations.”

198. But St. Isidore’s revised application states only that the school “will comply with all applicable . . . [l]aws in serving students with disabilities . . . to the extent that it does not compromise the religious tenets of the school and the instructional model of the school.” (Ex. A at 73–74 [PE133–34].)

199. As noted above, the Archdiocese of Oklahoma City, together with the Diocese of Tulsa, will “direct on diocesan policies that apply to” St. Isidore and, “[f]or purposes of implementing the School’s Catholic mission, ministry, doctrine, practice, policy, and discipline,” will serve as the school’s “final interpretive authority with respect to matters of faith and morals.” (Ex. A at 91 [PE155]; *id.*, Appendix F, Section 1, pp. 5, 11 [PE292, 298].)

200. Archdiocese of Oklahoma City policy is that “[s]tudent service plans” for students with disabilities “cannot contain accommodations or modifications that are in opposition of Church teaching.” (Ex. C at 7 [PE442].)

201. To be sure, the Board’s contract with St. Isidore states:

The Charter School shall comply with all federal and state laws relating to the education of children with disabilities in the same manner as an Oklahoma Public School district, including but not limited to the Individuals with Disabilities Education Act (“IDEA”) in 20 U.S.C. § 1400 *et seq.*, Section 504 of the Rehabilitation Act of 1973 in 29 U.S.C. § 794, Title II of the

Americans with Disabilities Act, and Policies and Procedures of the Oklahoma State Department of Education for Special Education in Oklahoma.

(Ex. P at 13–14, ¶ 8.6 [PE610–11].)

202. But as explained above, the contract provides broad religious exemptions from its requirements (*see supra* ¶¶ 142–44, 182–86 (citing Ex. P at 1–3, 12, 18, ¶¶ 1.5, 2.1, 3.1, 8.2, 11.1 [PE598–600, 609, 615])), and the contract incorporates St. Isidore’s approved application to the extent that it does not conflict with the contract (*see* Ex. P at 18, ¶ 11.1 [PE615]).

203. Thus, the contract is properly understood as incorporating the caveat in St. Isidore’s application that the school will provide services to students with disabilities only “to the extent that it does not compromise the religious tenets of the school” (Ex. A at 73–74 [PE133–34]).

**St. Isidore Will Teach a Religious Curriculum
and Indoctrinate Students in Catholic Religious Beliefs**

204. St. Isidore’s revised application makes clear that the school will be like any other Catholic school, except that it will be virtual, publicly funded, and a governmental entity.

205. The application openly states that St. Isidore will “operate the School as a Catholic School.” (Ex. A at 17 [PE70].)

206. The application explains:

It is from its Catholic identity that the school derives its original characteristics and its ‘structure’ as a genuine instrument of the Church, a place of real and specific pastoral ministry. The Catholic school participates in the evangelizing mission of the Church and is the privileged environment in

which Christian education is carried out. In this way ‘Catholic schools are at once places of evangelization, of complete formation’

(Ex. A at 17 [PE70] (quoting Congregation for Catholic Education, *The Catholic School on the Threshold of the Third Millennium* ¶ 11 (1997)).)

207. The application further states that St. Isidore will “operate a school that understands ‘[t]he truth is that only in the mystery of the incarnate Word does the mystery of man take on light,’” that “[Christ] fully reveals man to man himself and makes his supreme calling clear,” and that “[t]he truth of the human person and the person’s ultimate destiny is learned and understood through faith and reason, theology and philosophy, including the study of the natural sciences.” (Ex. A at 17 [PE70] (quoting Vatican II, *Gaudium et Spes* ¶ 22 (1965)).)

208. The application adds that St. Isidore will “educate[] its students for freedom, understanding that ‘in order to be authentic, freedom must measure itself according to the truth of the person, the fullness of which is revealed in Christ.’” (Ex. A at 17 [PE70] (quoting Congregation for Catholic Education, *Consecrated Persons and Their Mission in Schools: Reflections and Guidelines* ¶ 37 (2022)).)

209. The application is replete with other statements that demonstrate the religious nature of St. Isidore’s planned curriculum and programming (see Ex. A at 5, 17–19, 24, 104–08, 156, 160, 168 [PE67, 70–71,

77, 190–94, 242, 246, 254]; *id.*, Appendix F, Section 1, pp. 1–4 [PE288–91]),

including that the school will “form[] and cultivat[e] students to”:

- “[s]ee and understand truth, beauty and goodness, and their author and source—God”;
- “[k]now that among all creatures, the human person is the only one created in God’s image with the ability to know and love God, and that God created persons male and female”;
- “[k]now that because of sin humanity was separated from God, but in God’s love He has provided a path to salvation through the saving power of Christ, the second person of the Trinity, in His suffering, death and resurrection”;
- “[k]now that in this earthly sojourn, each person is called to participate in Christ’s suffering and death by daily taking up their own cross and following Him”; and
- “[k]now that human persons are destined for eternal life with the Holy Trinity but that in freedom, an individual may reject God’s invitation and by this definitive self-exclusion end up in hell.”

(Ex. A at 17–18 [PE70–71].)

210. St. Isidore will indoctrinate its students in the Catholic faith both by integrating Catholic religious doctrine into all its classes on otherwise secular subjects and by requiring the students to take theology classes.

211. St. Isidore’s revised application explains that “[t]eachers will . . . integrate science with math, music, architecture, and religion” (Ex. A at 5, 20 [PE56, 73]); that “[a] Catholic perspective permeates all subjects informing the student of the unity of all knowledge” (Ex. A at 106 [PE192]); that the school will “seek to offer excellent academic and co-curricular

programs permeated by a Catholic anthropology” (Ex. A at 156 [PE242]); that the curriculum will be “infused with Catholic faith and traditions” (Ex. A at 156 [PE242]); that classroom lessons “should integrate Catholic social teachings and traditions” (Ex. A at 156 [PE242]); and that “the School fully embraces the teachings of the Catholic Church’s Magisterium, and the School fully incorporates these into every aspect of the School, including but not limited to, its curriculum and co-curricular activities” (Ex. A at 168 [PE254]).

212. Similarly, a St. Isidore hiring advertisement for the position of principal of the school states that the principal will be responsible for “[e]nsur[ing] the integration of religious . . . dimensions across the curriculum” (Ex. W, second page [PE655]), and a St. Isidore hiring advertisement for the position of IT Director/Trainer states that this employee must “[i]ntegrate[] Catholic attitudes and values into all subjects and school culture” (Ex. X, third page [PE661]).

213. St. Isidore’s application further explains that “[s]tudents will use the current Archdiocese of Oklahoma Curriculum Standards and Benchmarks” (Ex. A at 5, 20 [PE56, 73]), which contain substantial theology requirements (*see* “Curriculum Documents” linked at Archdiocese of Oklahoma City, *Curriculum*, <https://archokc.org/curriculum> (last visited Dec. 18, 2023)), and that “[a]dditional time has been added to the daily schedule

to account for the religion/theology classes taught as a requirement of the school” (Ex. A at 40 [PE93]).

214. Speaking at a February 14, 2023 meeting of the Board, a St. Isidore representative confirmed that “the Catholic faith is a required course all the way through.” (Ex. O at 51:50–51:56.)

215. St. Isidore also will design a “physical environment” that will have “external signs of the Catholic tradition including images, symbols, icons, crucifixes in every classroom, liturgical celebrations, and other sacramental reminders of Catholic life.” (Ex. A at 168 [PE254]; Ex. V at 1 [PE641].)

216. Thus St. Isidore’s classroom environments will be “conducive to prayer and reflection.” (Ex. A at 156 [PE242].)

217. St. Isidore also intends to “[p]lan . . . liturgical prayer opportunities across the state of Oklahoma with partner parishes, faith sharing, retreats, and other forms of prayer with faculty, students, and parents.” (Ex. W, second page [PE655]; *accord* Ex. X, third page [PE661].)

218. St. Isidore’s contract with the Board provides that “[t]he Charter School is authorized to implement the program of instruction, curriculum, and other services as specified in [its approved] Application, unless otherwise modified by the Contract.” (Ex. P at 3, ¶ 4.1 [PE600].)

219. Similarly, as noted above, the contract provides that St. Isidore’s approved application is “incorporated by reference” in the contract,

except that “[i]n the event of a conflict between the terms of this Contract and the approved terms in the Charter School’s Application for Sponsorship, the terms of this Contact shall supersede.” (Ex. P at 19, ¶ 11.9 [PE616].)

220. No provision in the contract modifies or supersedes any of the language in St. Isidore’s application that is quoted above in paragraphs 204 to 214 or any other language in St. Isidore’s application that demonstrates that St. Isidore will teach a religious curriculum and inculcate a particular religion in its students. (Ex. P [PE598–618].)

221. Instead, the contract expressly provides that, because St. Isidore is “a religious nonprofit organization, it has the right to freely exercise its religious beliefs and practices consistent with its Religious Protections” and does *not* need to “be nonsectarian in its programs . . . and all other operations.” (Ex. P at 12, ¶ 8.2 [PE609]; *see also* Ex. P at 1, ¶ 1.5 [PE598].)

The Board’s Consideration and Approval of St. Isidore’s Application

222. On December 1, 2022, former Oklahoma Attorney General John O’Connor issued Opinion 2022-7, a copy of which is included in St. Isidore’s revised application as an appendix. (Ex. A, Section 13, Appendix N [PE412–26].)

223. In his opinion, former General O’Connor took the position that it is lawful for an Oklahoma charter school to teach a religious curriculum. (Ex. A, Section 13, Appendix N, pp. 14–15 [PE425–26].)

224. But former General O'Connor's opinion also stated:

It is important to emphasize, however, that to the extent that neutral and generally applicable limitations may be found elsewhere in the [Charter Schools] Act, those limitations can likely be applied to religious charter schools, so long as they are truly neutral and applied equally to all charter schools alike. . . . [My opinion] does *not* mean that religious or religiously affiliated charter schools can necessarily operate however they want in regard to "programs, admission policies, employment practices," and the like. . . . For instance . . . Oklahoma [can likely] enforc[e] requirements like those indicating that charter schools must be "as equally free and open to all students as traditional public schools," 70 O.S.2021, § 3-135(A)(9), or must not charge tuition or fees, *id.* § 3-136(A)(10)

(Ex. A, Section 13, Appendix N, pp. 14–15 [PE425–26].)

225. As noted above, on January 30, 2023, St. Isidore submitted an application to the Board asking the Board to sponsor St. Isidore as a statewide virtual charter school.

226. Through a February 23, 2023 letter to the Board's Executive Director, which is attached as Exhibit D [PE503–05], current Oklahoma Attorney General Gentner Drummond withdrew former General O'Connor's Opinion 2022-7, disagreeing with former General O'Connor's position that it is lawful for an Oklahoma charter school to teach a religious curriculum.

227. On April 11, 2023, Deputy Attorney General and Counsel for the Board Niki S. Batt sent the Board a letter, which is attached as Exhibit E [PE506–11], explaining (on page 4 [PE510]) that "approval of this proposed virtual charter school [St. Isidore] is in direct violation of Oklahoma law."

228. On April 11, 2023, the Board voted 5–0 to deny St. Isidore’s application.

229. Later in April, the Board sent St. Isidore a letter, which is attached as Exhibit F [PE513–14], that set forth eight “reasons for rejection” of the application.

230. One of the “reasons for rejection” was the application’s “[l]ack of detail regarding the proposed school’s special education plan, specifically its programs, services, and legal compliance.” (Ex. F at 1 [PE513].)

231. Another of the “reasons for rejection” was “[l]egal issues that may be applicable to the consideration of the St. Isidore of Seville Catholic Virtual School Application for Initial Authorization as an Oklahoma charter school, including the legal basis for religious reason aligning to Oklahoma statute [and] the Oklahoma Constitution . . . for approval of the application.” (Ex. F at 2 [PE514].)

232. As noted above, St. Isidore submitted a revised application to the Board on May 25, 2023.

233. As detailed above, the revised application did not adequately remedy the two “reasons for rejection” quoted above.

234. The Board scheduled a vote on the revised application for a June 5, 2023 meeting.

235. Americans United for Separation of Church and State, whose attorneys are among the counsel for the plaintiffs, sent letters and a legal

memorandum to the Board on January 31, February 10, March 17, and June 2, 2023, opposing the approval of St. Isidore's application, explaining why approving it would be unlawful, and describing in detail virtually all of the unlawful aspects of the application that are set forth in this Petition. These letters and memorandum are attached as Exhibits G, H, I, J, and K.

([PE515–83].)

236. The Board also received numerous other comments, both written and in person, opposing St. Isidore's application.

237. At its June 5, 2023 meeting, the Board approved St. Isidore's revised application by a vote of three to two. (Minutes of the Special Meeting of the Statewide Virtual Charter School Board, June 5, 2023 (Ex. M hereto), § 6(b) [PE590]; Video Recording: Oklahoma Statewide Virtual Charter School Board meeting (Ex. Q hereto), at 2:54:58 (June 5, 2023), <https://bit.ly/3td9PT6>.)

238. At the June 5 meeting, the Board did not interpret OAC §§ 777:10-3-3(c)(1)(F) or 777:10-3-3(b)(3)(C) or discuss whether St. Isidore's application complied with these regulations. (Ex. Q.)

239. At an October 9, 2023 meeting, the Board approved a charter contract with St. Isidore (Ex. P [PE597–618]) by a vote of three to two. (Video Recording: Oklahoma Statewide Virtual Charter School Board meeting (Ex. R hereto), at 46:45 (Oct. 9, 2023), <https://bit.ly/3TvNmuZ>.)

240. At the October 9 meeting, the Board did not interpret OAC §§ 777:10-3-3(c)(1)(F) or 777:10-3-3(b)(3)(C) or discuss whether St. Isidore's charter contract complied with these regulations. (Ex. R.)

241. At no time has the Board ever issued any interpretation of OAC §§ 777:10-3-3(c)(1)(F) or 777:10-3-3(b)(3)(C) in connection with whether St. Isidore's approved application or charter contract comply with these regulations.

242. Whether St. Isidore's approved application and charter contract comply with OAC §§ 777:10-3-3(c)(1)(F) and 777:10-3-3(b)(3)(C) are legal questions that are outside the Board's area of expertise.

243. OAC § 777:10-3-3(h) provides that "[t]he Board may delegate authority to the Chairman to execute the approved contract for sponsorship on behalf of the Board."

244. Board Chair Dr. Franklin refused to sign the Board's charter contract with St. Isidore.

245. On October 13, 15, and 16, 2023, St. Isidore and the three Board members who voted in favor of approval of the contract signed the contract.

246. After its application was approved, St. Isidore launched a website stating that "St. Isidore of Seville Catholic Virtual School is a [] newly approved virtual charter school in the state of Oklahoma." (Ex. N, *What is St. Isidore of Seville Catholic Virtual School?* [PE592].)

247. St. Isidore’s website also states that “St. Isidore of Seville Catholic Virtual School [p]lans to open in August of 2024 for the 2024–2025 school year.” (Ex. N, *When Will St. Isidore Catholic Virtual School Open?* [PE594].)

248. St. Isidore’s website further states, “In the Spring of 2024, we will announce the open enrollment period for any Oklahoma parents or guardians who would like to submit an application for their student(s).” (Ex. N, *When Will St. Isidore Catholic Virtual School Open?* [PE594].)

249. The Board of Education, the Department of Education, and the State Superintendent of Public Instruction will calculate the amount of and distribute State Aid allocations to St. Isidore for the 2024–25 schoolyear if an injunction preventing such distributions is not issued.

250. These State Aid allocations will be funded by income, sales, and other taxes paid by Oklahoma taxpayers, including the plaintiffs.

251. In the absence of judicial relief, the payment of State Aid allocations to St. Isidore will commence in or about mid-August of 2024. *See Oklahoma School Finance Technical Assistance Document, Sources of Revenue State Aid Formula Penalties/Adjustments, Financial Services Division, State Aid Section 12–13* (Nov. 2023), <https://bit.ly/3t6Y2FL>.

FIRST CLAIM FOR RELIEF

Violation of Provisions of the Oklahoma Charter Schools Act and the Board's Regulations That Require Agreement to Comply with Oklahoma Law, Including Nondiscrimination Requirements

252. All the paragraphs above are incorporated herein.

253. OAC § 777:10-3-3(c)(1)(F) requires applications for sponsorship of a new charter school to “include signed and notarized statements from the Head of the School and the governing body members . . . showing their agreement to fully comply as an Oklahoma public charter school with all statute[s], regulations, and requirements of the . . . State of Oklahoma, Statewide Virtual Charter School Board, and Oklahoma Department of Education.”

254. OAC § 777:10-3-3(c)(1)(F) requires these signed and notarized statements to “[s]pecifically cite agreement . . . to guarantee access to education and equity for all eligible students regardless of their race, ethnicity, economic status, academic ability, or other factors as established by law.”

255. In its revised application, St. Isidore did not provide the signed and notarized statements required by OAC § 777:10-3-3(c)(1)(F). *See supra* ¶¶ 135–37.

256. Instead, in its revised application, St. Isidore agreed to comply with legal requirements, including nondiscrimination requirements, only to

the extent that the requirements do not conflict with its religious beliefs. See *supra* ¶¶ 136–38.

257. St. Isidore’s revised application thus violated OAC § 777:10-3-3(c)(1)(F).

258. The Charter Schools Act requires that charter-school sponsors “decline to approve weak or inadequate charter applications.” 70 O.S. § 3-134(I)(4).

259. The Board thus violated 70 O.S. § 3-134(I)(4) by approving St. Isidore’s revised application.

260. The Charter Schools Act requires charter schools to “adopt a charter which will ensure” that the “charter school shall comply with all . . . state and local rules and statutes relating to health, safety, civil rights and insurance.” 70 O.S. § 3-136(A)(1).

261. The Act further requires that “[t]he sponsor of a charter school shall enter into a written contract with the governing body of the charter school” that, among other provisions, must include “[a] description of how the charter school will comply with the charter requirements set forth in the [Act].” 70 O.S. § 3-135(A)(5).

262. The Charter Schools Act requires charter-school sponsors to “[n]egotiate and execute sound charter contracts with each approved public charter school.” 70 O.S. § 3-134(I)(5).

263. Instead of requiring St. Isidore to fully comply with all antidiscrimination and other legal requirements applicable to Oklahoma charter schools, St. Isidore's contract with the Board, which doubles as St. Isidore's charter, purports to grant St. Isidore broad religious exemptions from those requirements. *See supra* ¶¶ 141–45.

264. The contract/charter therefore violates 70 O.S. §§ 3-134(I)(5), 3-135(A)(5), and 3-136(A)(1).

265. For the foregoing reasons, the Board's approval of St. Isidore's revised application was unlawful; the Board's approval of and entry into its contract with St. Isidore was unlawful; the contract itself, which doubles as St. Isidore's charter, is unlawful; any operation of St. Isidore as a charter school would be unlawful; any provision of State Aid allocations or other state funding to St. Isidore would be unlawful; and any spending by St. Isidore of State Aid allocations or other state funding to support its operations would be unlawful.

SECOND CLAIM FOR RELIEF

Violations of the Oklahoma Constitution's and Oklahoma Statutory Prohibitions Against Discrimination in Student Admissions, Student Discipline, and Employment

266. All the paragraphs above are incorporated herein.

267. Article I, Section 5 of the Oklahoma Constitution requires that the State "establish[] and maint[ain] . . . a system of public schools, which shall be open to all the children of the state"

268. Article XIII, Section 1 of the Oklahoma Constitution similarly requires that the State “establish and maintain a system of free public schools wherein all the children of the State may be educated.”

269. Article XI, Section 2 of the Oklahoma Constitution established a “permanent school fund” that must “be used for the maintenance of the common schools in the State”; and Article XI, Section 3 of the Oklahoma Constitution prohibits the use of the permanent school fund “for any other purpose than the support and maintenance of common schools for the equal benefit of all the people of the State.”

270. Article I, Section 2 of the Oklahoma Constitution provides: “Perfect toleration of religious sentiment shall be secured, and no inhabitant of the State shall ever be molested in person or property on account of his or her mode of religious worship; and no religious test shall be required for the exercise of civil or political rights.”

271. Under Article I, Section 2, public schools and other governmental entities and state actors are prohibited from discriminating based on religion.

272. Article II, Section 36A of the Oklahoma Constitution provides that “[t]he state shall not grant preferential treatment to, or discriminate against, any individual or group on the basis of . . . sex . . . in the operation of public employment, public education or public contracting.”

273. As discrimination based on sexual orientation or gender identity constitutes discrimination based on sex, the prohibitions in Article II, Section 36A encompass discrimination based on sexual orientation and gender identity.

274. Article II, Section 7 of the Oklahoma Constitution includes an antidiscrimination component that affords protections against unreasonable or unreasoned governmental classifications that serve no important governmental interests.

275. As discrimination based on religion, sexual orientation, or gender identity serves no important governmental interests, public schools and other governmental entities and state actors are prohibited under Article II, Section 7 from discriminating based on religion, sexual orientation, and gender identity.

276. Charter schools in Oklahoma, including St. Isidore, are public schools, governmental institutions, and state actors under state law and therefore are bound by and must comply with the provisions of the Oklahoma Constitution.

277. The Charter Schools Act requires charter schools to “be as equally free and open to all students as traditional public schools,” and charter contracts must incorporate this requirement. 70 O.S. § 3-135(A)(9).

278. The Charter Schools Act requires that a lottery be used to select which students may enroll in a charter school if the number of students

applying exceeds the space available; and the Act prohibits any admission preferences other than geographic ones, specifically enumerating “gender” as an unlawful ground for denying admission. 70 O.S. §§ 3-135(A)(10), 3-140, 3-145.3(J).

279. Charter contracts must incorporate and be consistent with these requirements. *See* 70 O.S. §§ 3-134(I)(4), 3-135(A)(10).

280. The Charter Schools Act requires charter schools to be “nonsectarian in [their] . . . admission policies [and] employment practices,” and the schools’ charters must “ensure compliance” with this requirement. 70 O.S. § 3-136(A)(2).

281. The Oklahoma Constitution and the Charter Schools Act thus prohibit charter schools from discriminating in admissions on any nongeographic ground, including religion, sexual orientation, gender identity, pregnancy outside of marriage, and sexual activity outside of marriage.

282. The Oklahoma Constitution and the Charter Schools Act thus also prohibit charter schools from discriminating in student discipline and in employment on grounds that include religion, sexual orientation, and gender identity.

283. Further, 70 O.S. § 1210.201 provides that “[s]egregation of children in the public schools of the State of Oklahoma on account of race, *creed*, color or national origin is prohibited.” (Emphasis added.)

284. St. Isidore will discriminate in student admissions and student discipline based on religion, sexual orientation, gender identity, pregnancy outside of marriage, and sexual activity outside of marriage. *See supra* ¶¶ 148–71.

285. St. Isidore will discriminate in employment based on religion, sexual orientation, gender identity, pregnancy outside of marriage, and sexual activity outside of marriage. *See supra* ¶¶ 172–95.

286. St. Isidore’s discriminatory policies and practices with respect to admissions, discipline, and employment violate the Oklahoma Constitution, the Charter Schools Act, and 70 O.S. § 1210.201.

287. The Charter Schools Act requires that charter-school sponsors “decline to approve weak or inadequate charter applications.” 70 O.S. § 3-134(I)(4).

288. The Board violated 70 O.S. § 3-134(I)(4) by approving St. Isidore’s revised application.

289. The Charter Schools Act requires charter-school sponsors to “[n]egotiate and execute sound charter contracts with each approved public charter school.” 70 O.S. § 3-134(I)(5).

290. The Board’s contract with St. Isidore—which doubles as St. Isidore’s charter—expressly provides that, as “a religious nonprofit organization,” St. Isidore does *not* need to “be nonsectarian in its . . . admission policies [and] employment practices” (Ex. P at 12, ¶ 8.2), and the

contract/charter further purports to grant St. Isidore broad religious exemptions from antidiscrimination requirements through other provisions (*see supra* ¶¶ 142–44, 182–95).

291. The contract/charter also incorporates St. Isidore’s approved application and thus the discriminatory policies and practices described in the application. *See supra* ¶¶ 133, 195.

292. The contract/charter therefore violates the Oklahoma Constitution, the Charter Schools Act, and 70 O.S. § 1210.201.

293. For the foregoing reasons, the Board’s approval of St. Isidore’s revised application was unconstitutional and unlawful; the Board’s approval of and entry into its contract with St. Isidore was unconstitutional and unlawful; the contract itself, which doubles as St. Isidore’s charter, is unconstitutional and unlawful; any operation of St. Isidore as a charter school would be unconstitutional and unlawful; any provision of State Aid allocations or other state funding to St. Isidore would be unconstitutional and unlawful; and any spending by St. Isidore of State Aid allocations or other state funding to support its operations would be unconstitutional and unlawful.

THIRD CLAIM FOR RELIEF

Violations of Provisions of the Oklahoma Charter Schools Act and the Board’s Regulations Concerning Education of Children with Disabilities

294. All the paragraphs above are incorporated herein.

295. The Charter Schools Act requires Oklahoma charter schools to “comply with all . . . laws relating to the education of children with disabilities in the same manner as a school district.” 70 O.S. § 3-136(A)(7).

296. A charter school’s charter must “ensure compliance” with this requirement. 70 O.S. § 3-136(A).

297. The Charter Schools Act prohibits Oklahoma charter schools from denying admission based on “disabling condition.” 70 O.S. §§ 3-140(D), 3-145.3(J).

298. OAC § 777:10-3-3(b)(3)(C) requires “each statewide virtual charter school” to provide, as part of its charter application, documentation demonstrating that it has “consistent lawful procedures in place governing admission, child find responsibilities, evaluation, and re-evaluation of students with disabilities, as well as applicable procedural safeguards and policies and procedures to ensure provision of free appropriate online and other educational and related services, supplementary aids and services, modifications, accommodations, supports for personnel, and other technical supports provided in the least restrictive environment to students with disabilities and/or other special needs in compliance with applicable . . . state laws and regulations.”

299. Instead of agreeing to fully comply with all laws relating to the education of children with disabilities, St. Isidore’s revised application stated that the school will only “comply with all applicable . . . [l]aws in

serving students with disabilities . . . to the extent that it does not compromise the religious tenets of the school and the instructional model of the school.” (Ex. A at 73–74 [PE133–34].)

300. St. Isidore’s contract/charter incorporates this caveat. *See supra* ¶¶ 202–03.

301. The Charter Schools Act requires that charter-school sponsors “decline to approve weak or inadequate charter applications.” 70 O.S. § 3-134(I)(4).

302. Under OAC § 777:10-3-3(c)(3)(D), a factor in deciding whether the Board should approve a charter-school application is “[w]hether the charter school has adequate human resources, facilities, systems, and structures in place as necessary to evaluate the needs of and provide effective services to students with disabilities.”

303. The Charter Schools Act requires charter-school sponsors to “[n]egotiate and execute sound charter contracts with each approved public charter school.” 70 O.S. § 3-134(I)(5).

304. For these reasons, St. Isidore’s revised application violated and its contract/charter violate the Charter Schools Act and OAC § 777:10-3-3(b)(3)(C), and the application should have been denied under 70 O.S. § 3-134(I)(4) and OAC § 777:10-3-3(c)(3)(D).

305. For the foregoing reasons, the Board’s approval of St. Isidore’s revised application was unlawful; the Board’s approval of and entry into its

contract with St. Isidore was unlawful; the contract itself, which doubles as St. Isidore's charter, is unlawful; any operation of St. Isidore as a charter school would be unlawful; any provision of State Aid allocations or other state funding to St. Isidore would be unlawful; and any spending by St. Isidore of State Aid allocations or other state funding to support its operations would be unlawful.

FOURTH CLAIM FOR RELIEF

Violation of the Oklahoma Constitution's and Oklahoma Charter Schools Act's Prohibitions Against a Charter School Teaching a Religious Curriculum or Indoctrinating Students in a Religion

306. All the paragraphs above are incorporated herein.

307. Article I, Section 5 of the Oklahoma Constitution requires that the State "establish[] and maint[ain] . . . a system of public schools, which shall be . . . free from sectarian control."

308. Article I, Section 2 of the Oklahoma Constitution provides: "Perfect toleration of religious sentiment shall be secured, and no inhabitant of the State shall ever be molested in person or property on account of his or her mode of religious worship; and no religious test shall be required for the exercise of civil or political rights."

309. Under Article I, Section 2, public schools and other governmental entities and state actors are prohibited from proselytizing or indoctrinating people in any religion or coercing people to engage in religious activity or undertake religious instruction.

310. Article II, Section 5 of the Oklahoma Constitution provides: “No public money or property shall ever be appropriated, applied, donated, or used, directly or indirectly, for the use, benefit, or support of any sect, church, denomination, or system of religion, or for the use, benefit, or support of any priest, preacher, minister, or other religious teacher or dignitary, or sectarian institution as such.”

311. Charter schools in Oklahoma, including St. Isidore, are public schools, governmental institutions, and state actors under state law and therefore are bound by and must comply with the provisions of the Oklahoma Constitution.

312. The Charter Schools Act requires charter schools to be “nonsectarian in [their] programs . . . and all other operations.” 70 O.S. § 3-136(A)(2).

313. A charter school’s charter must “ensure compliance” with this requirement. 70 O.S. § 3-136(A).

314. St. Isidore will provide a religious education to its students and indoctrinate its students in Catholic religious beliefs. *See supra* ¶¶ 204–17.

315. St. Isidore’s curriculum and operations will thus violate the Oklahoma Constitution and the Charter Schools Act.

316. The Charter Schools Act requires that charter-school sponsors “decline to approve weak or inadequate charter applications.” 70 O.S. § 3-134(I)(4).

317. The Board violated 70 O.S. § 3-134(I)(4) by approving St. Isidore's revised application.

318. The Charter Schools Act requires charter-school sponsors to "[n]egotiate and execute sound charter contracts with each approved public charter school." 70 O.S. § 3-134(I)(5).

319. The Board's contract with St. Isidore—which doubles as St. Isidore's charter—expressly provides that, as "a religious nonprofit organization," St. Isidore does *not* need to "be nonsectarian in its programs . . . and all other operations." (Ex. P at 12, ¶ 8.2 [PE609].)

320. The contract/charter also incorporates St. Isidore's approved application and therefore the application's description of St. Isidore's religious curriculum, programming, and operations. *See supra* ¶¶ 218–21.

321. The contract/charter thus violates the Oklahoma Constitution and the Charter Schools Act.

322. For the foregoing reasons, the Board's approval of St. Isidore's revised application was unconstitutional and unlawful; the Board's approval of and entry into its contract with St. Isidore was unlawful; the contract itself, which doubles as St. Isidore's charter, is unconstitutional and unlawful; any operation of St. Isidore as a charter school would be unconstitutional and unlawful; any provision of State Aid allocations or other state funding to St. Isidore would be unconstitutional and unlawful;

and any spending by St. Isidore of State Aid allocations or other state funding to support its operations would be unconstitutional and unlawful.

PRAYER FOR RELIEF

323. The plaintiffs have no adequate remedy at law. They request that the Court enter judgment granting the following relief:

A. A temporary injunction under 12 O.S. § 1382, continuing through the pendency of this action, and a permanent injunction under 12 O.S. § 1381:

(1) prohibiting the Board and its voting members and any successors in interest to the Board and its voting members from continuing to serve as charter-school sponsor of St. Isidore, from implementing the contract allowing St. Isidore to serve as a charter school, from providing or facilitating the provision of any State Aid allocations or other state funding to St. Isidore, and from taking any other action to authorize or enable St. Isidore to operate as a charter school;

(2) prohibiting the Board of Education, the Department of Education, and the State Superintendent of Public Instruction from providing or facilitating the provision of any State Aid allocations or other state funding to St. Isidore;

(3) prohibiting St. Isidore from implementing its contract with the Board, from operating as a charter school, and from accepting or

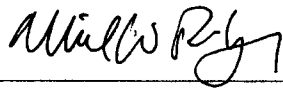
spending any State Aid allocations or other state funding to support its operations.

B. A declaratory judgment under 12 O.S. § 1651 that the Oklahoma Constitution, the Charter Schools Act, the Board's regulations, and 70 O.S. § 1210.201 bar the provision of any State Aid allocations or other state funding to St. Isidore.

C. An award of costs and attorneys' fees to the extent allowed by law; and

D. Such other relief as the Court deems proper.

Respectfully submitted on January 31, 2024.



Benjamin H. Odom,
OBA No. 10917
John H. Sparks, OBA No. 15661
Michael W. Ridgeway,
OBA No. 15657
Lisa M. Millington, OBA No. 15164
ODOM & SPARKS, PLLC
2500 McGee Drive, Suite 140
Norman, OK 73072
(405) 701-1863
Fax: (405) 310-5394
odomb@odomsparks.com
sparksj@odomsparks.com
ridgewaym@odomsparks.com
millingtonl@odomsparks.com

J. Douglas Mann, OBA No. 5663
1116 E. 21st Place
Tulsa, OK 74114
(918) 742-6188
douglasmann66@icloud.com

Robert Kim*
Jessica Levin*
Wendy Lecker*
EDUCATION LAW CENTER
60 Park Place, Suite 300
Newark, NJ 07102
(973) 624-1815
RKim@edlawcenter.org
JLevin@edlawcenter.org
WLecker@edlawcenter.org



Alex J. Luchenitser*
Kenneth D. Upton, Jr.,
OBA No. 12906
Kalli A. Joslin*
Jenny Samuels*
Sarah Taitz*
AMERICANS UNITED FOR
SEPARATION OF CHURCH AND
STATE
1310 L Street NW, Suite 200
Washington, DC 20005
(202) 466-7306 / (202) 898-2133
luchenitser@au.org
upton@au.org
joslin@au.org
samuels@au.org
taitz@au.org

Daniel Mach*
Heather L. Weaver*
AMERICAN CIVIL LIBERTIES
UNION FOUNDATION
915 15th Street, NW, Suite 600
Washington, DC 20005
(202) 675-2330
dmach@aclu.org
hweaver@aclu.org

Patrick Elliott*
FREEDOM FROM RELIGION
FOUNDATION
P.O. Box 750
Madison, WI 53701
(608) 256-8900
pelliot@ffrf.org

*Appearing *pro hac vice*.

Attorneys for all Plaintiffs

CERTIFICATE OF SERVICE

Pursuant to the Stipulation Concerning Electronic Service filed on September 15, 2023, this is to certify that on January 31, 2024, a true and correct copy of the foregoing document has been served via email to the following:

Philip A. Sechler (*psechler@adflegal.org*)
Caleb Dalton (*cdalton@adflegal.org*)
Hailey Sexton (*hsexton@adflegal.org*)
Cheryl Plaxico (*cplaxico@plaxico.law*)
Counsel for defendants Statewide Virtual Charter School Board and its members

Bryan Cleveland (*Bryan.Cleveland@sde.ok.gov*)
Hiram Sasser (*hsasser@firstliberty.org*)
Holly M. Randall (*hrandall@firstliberty.org*)
Anthony J. Ferate (*ajferate@spencerfane.com*)
Andrew W. Lester (*alester@spencerfane.com*)
Counsel for defendants Oklahoma State Department of Education, State Board of Education and its members, and State Superintendent of Public Instruction

Michael H. McGinley (*michael.mcginley@dechert.com*)
Steven A. Engel (*steven.engel@dechert.com*)
M. Scott Proctor (*scott.proctor@dechert.com*)
John Meiser (*jmeiser@nd.edu*)
Michael R. Perri (*mrperri@perridunn.com*)
Socorro Adams Dooley (*sadooley@perridunn.com*)
Counsel for defendant St. Isidore of Seville Catholic Virtual School

Respectfully submitted,



Michael W. Ridgeway, OBA No. 15657
ODOM & SPARKS, PLLC
2500 McGee Drive, Suite 140
Norman, OK 73072
(405) 701-1863
Fax: (405) 310-5394
ridgewaym@odomsparks.com