

# **COMPLAINT TO THE OREGON DEPARTMENT OF EDUCATION**

Filed Under ORS Chapter 338, ORS 327.109, and Applicable ODE Rules

Re: Siuslaw Valley Charter School d/b/a Whitmore Classical Academy ("SVCS/WCA")  
and Siuslaw School District 97J ("District")

Complainant: Emma Muehle, Florence, Oregon

Date: March 5, 2026

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## **COMPLAINANT IDENTITY AND STANDING**

Emma Muehle is a parent and community member residing in Florence, Oregon, within the boundaries of Siuslaw School District 97J. As a taxpayer whose state education funds flow through the District, including funds that would be allocated to SVCS/WCA under ORS 338.155, Complainant has a direct interest in ensuring that public dollars are not used to sponsor, support, or maintain a charter school operating in violation of ORS Chapter 338 or the terms of its charter contract. Complainant is the author of the February 10, 2026 written request for independent curriculum review submitted to Superintendent Grzeskowiak and the Siuslaw School Board (Exhibit H). Complainant has attended public board meetings, reviewed publicly available curriculum materials during the 30-day public review period, and communicated directly with both the charter school and the District about the concerns raised herein.

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## **RELATIONSHIP TO ODE CASE NO. 2026-11**

On February 10, 2026, Carlin Washburn filed a complaint with ODE alleging religious entanglement by Whitmore Classical Academy, which ODE accepted as Case No. 2026-11 on February 17, 2026, under ORS 327.109 (Exhibits E and I). This complaint is filed independently of and in addition to the Washburn complaint. While both complaints address religious-affiliation concerns, this complaint raises additional and distinct claims—including SVCS/WCA's use of Red Balloon for candidate screening (Claim II), the District's systemic oversight failures (Claim III), and

curriculum-compliance concerns under SB 13, Division 22, and Oregon's 2024 social science standards—that are not encompassed by Case No. 2026-11.

Complainant respectfully requests that ODE either (a) consolidate the investigation of this complaint with the preliminary investigation in Case No. 2026-11 to the extent the affiliation issues overlap, while separately addressing the additional claims raised here; or (b) open a new case number and investigate these matters in parallel, sharing relevant findings between cases as appropriate.

### Jurisdictional Basis for Each Claim

Complainant recognizes that ORS 327.109 provides ODE with specific investigative authority over allegations that a charter school "sponsors, financially supports or is actively involved with religious activity." Claim I falls squarely within ORS 327.109's scope.

Claims II and III invoke additional and independent bases for ODE oversight and intervention:

- ORS 338.095(2) requires that a charter school "report to the sponsor and the Department of Education at least annually on the performance of the school and its students" and that the charter school "disclose in its report information necessary to make a determination of compliance with the requirements of this chapter." The same subsection requires that "[t]he sponsor or the sponsor's designee at least annually shall visit the public charter school site and review the public charter school's compliance with the terms and provisions of the charter." These provisions impose affirmative, recurring compliance-monitoring duties on both the charter school and the sponsor.
- ORS 338.105(1)–(4) enumerates the grounds on which a sponsoring district may terminate or refuse to renew a charter, including violation of the terms of the charter contract, failure to meet the requirements of ORS Chapter 338, and "violation of any provision of law from which the public charter school was not exempted." ORS 338.105(4) provides that if a sponsor fails to terminate a charter despite grounds for doing so, any person directly involved with the public charter school may appeal to the State Board of Education.
- ORS 338.115(1) requires that a charter school "shall comply with all applicable provisions of law," and ORS 338.115(2) lists the limited statutes from which charter schools are exempt—none of which include state or federal

nondiscrimination law, the CROWN Act, or ODE's LGBTQ2SIA+ Student Success Plan.

- OAR Chapter 581, Division 26 establishes administrative rules governing public charter schools, including proposal review (OAR 581-026-0055), charter development and execution (OAR 581-026-0100), and charter renewal evaluation (OAR 581-026-0400), each of which incorporates compliance with ORS Chapter 338 as a substantive requirement. Additionally, ORS 338.105(4) provides that if a sponsor fails to terminate a charter despite grounds for doing so, "any person directly involved with the public charter school" may appeal to the State Board of Education—establishing a direct pathway for affected persons to invoke state-level review of sponsor inaction.

Complainant respectfully requests that ODE exercise its full authority under these provisions. To the extent ODE determines that any claim falls outside its direct investigative jurisdiction, Complainant requests that ODE refer the matter to the appropriate enforcement body and notify Complainant of that referral.

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## **COVER SUMMARY AND REQUESTED ODE ACTION**

This complaint concerns the operation of Siuslaw Valley Charter School d/b/a Whitmore Classical Academy ("SVCS/WCA") and the oversight practices of its sponsor, Siuslaw School District 97J ("District"). It alleges three core areas of noncompliance:

1. Unlawful Hillsdale Affiliation (Claim I). SVCS/WCA has entered into and maintained a formal, mission-screened licensing and network relationship with Hillsdale College—a self-described "nonsectarian Christian institution" that "maintains by precept and example the immemorial teachings and practices of the Christian faith"—as a "Hillsdale Curriculum School," including a Program Guide license, advisory support, and public listing as an affiliated school. This violates ORS 338.035(8) and Charter Contract § 9.C, which prohibit a district-sponsored charter from affiliating with a nonpublic sectarian school or religious institution. The District has continued sponsorship with full knowledge of this relationship. Additionally, SVCS/WCA continues to appear on the Society for Classical Learning's school-finder page, titled "Find a Christian School Near Me," where it is discoverable exclusively through Christian school search filters (Exhibit M).

2. Use of Red Balloon and Civil-Rights Risk (Claim II). SVCS/WCA knowingly engaged Red Balloon—a vendor that markets itself as "anti-woke," opposes DEI efforts, and,

according to its own executives, trains screeners to circumvent EEOC regulations—to prescreen candidates for key administrative positions. This creates foreseeable risk of discrimination, particularly for LGBTQ2SIA+ staff and students, and is inconsistent with Contract § 5.D, ODE's LGBTQ2SIA+ protections, and state and federal civil-rights duties.

3. Sponsor Oversight Failures (Claim III). The District has repeatedly received formal notice of (a) Hillsdale affiliation and litigation posture; (b) transparency failures including lack of SVCS/WCA board-meeting recordings; (c) unresolved curriculum-compliance concerns under SB 13, Oregon's 2024 social science standards, and Division 22; and (d) unclear transportation and special-education arrangements, as well as SVCS/WCA's public attacks on District counsel and use of complaint mechanisms against teachers. Despite this notice—including explicit internal warnings that inaction would constitute a failure of due diligence and could support allegations of complicity—the District has not promptly investigated, corrected, or reported these issues as ORS 338.095(2), ORS 338.115(1), and the Charter School Contract require.

## **Requested ODE Action**

Complainant respectfully requests that ODE:

- Investigate the facts and legal issues described in Claims I–III.
- Make specific findings regarding (1) SVCS/WCA's Hillsdale affiliation, (2) the use of Red Balloon and related civil-rights risks, and (3) the District's oversight failures.
- Direct targeted corrective actions to bring both SVCS/WCA and the District into compliance with ORS Chapter 338, applicable civil-rights protections, SB 13 and Division 22 curriculum requirements, and the terms of the Charter School Contract—including, as needed, conditions on continued operation or sponsorship and, if those conditions are not met, termination or non-renewal of the charter.
- Given that SVCS/WCA is now scheduled to begin instruction in Fall 2026 and that the Contract's pre-opening curriculum review deadline of June 2025 has long passed without a completed independent review (Contract 5.B; Exhibit L), Complainant respectfully requests that ODE prioritize this investigation and issue preliminary findings or interim directives before the first day of instruction, to prevent foreseeable harm to students that cannot be remedied retroactively.

## KEY EVENTS TIMELINE

Date	Event
October 17, 2022	Hillsdale College issues letter of intent to SVCS; never disclosed during applications (Exhibit G, pp. 16–25, Meeting 3; Exhibit G, pp. 34–43, Meeting 5)
May 10, 2023	District finds SVCS's first charter application legally insufficient – superintendent identifies nine pages of deficiency questions; board defers to June (Exhibit G, pp. 1–8, Meeting 1)
October 11, 2023	District approves revised SVCS application 5–1 vote; application is devoid of Hillsdale affiliation language; Vice Chair Miltenberger dissents, citing religious connections visible online (Exhibit G, pp. 9–16, Meeting 2)
Late 2023	Community members discover Whitmore listed as a Hillsdale "Curriculum School" online; District demands clarification (Exhibit C)
January 10, 2024	District counsel advises board that Hillsdale relationship constitutes prohibited affiliation under ORS 338.035(8); board directs SVCS to sever ties (Exhibit G, pp. 16–25, Meeting 3)
February 7, 2024	SVCS refuses to sever Hillsdale ties; files ethics complaint against District counsel; files KL complaints against teachers; signals litigation (Exhibit G, pp. 26–33, Meeting 4)

<p>February 14, 2024</p>	<p>Superintendent warns board that information was withheld; two motions to deny charter fail; board authorizes contract only if it "meets and complies wholly with Oregon revised statutes" (Exhibit G, pp. 34–43, Meeting 5)</p>
<p>Spring 2024</p>	<p>SVCS provides written communication to the District stating it will not pursue becoming a Hillsdale member school; however, SVCS retains its Hillsdale Curriculum School designation, curriculum license, and website listing – a distinction SVCS later confirms is inseparable: "if we are not listed as a curriculum school we won't have the license" (Exhibit G, pp. 72–73, Meeting 9, Quote 4.3; Exhibit G, p. 100, Meeting 11, Quote 8.2)</p>
<p>September 11, 2024</p>	<p>Charter School Contract ratified 6–1; SVCS has no head of school (signature line changed to "Board Vice Chair"), no building, and transportation flagged as "a foreseeable issue"; Vice Chair Miltenberger votes no for the third consecutive time, citing "hundreds of hours of staff" invested without operational certainty (Exhibit A; Exhibit G, pp. 44–48, Meeting 6)</p>
<p>October 2, 2024</p>	<p>SVCS holds meeting with procedural violations – executive session reason omitted from agenda, meeting time changed; superintendent issues notice of grievance (Exhibit G, pp. 54–67, Meeting 8)</p>
<p>October 9–16, 2024</p>	<p>Director Sneddon requests emergency charter work session; Chair Lacatur states "alarm bells are going off"; joint work session confirms SVCS agrees to record meetings per district policy (Exhibit G, pp. 49–53, Meeting 7; Exhibit G, pp. 54–67, Meeting 8)</p>

November 2025	Red Balloon engaged for administrator screening – decision made in SVCS executive session without public discussion or District notification (Exhibits F and J; Exhibit G, pp. 89+, Meeting 11)
October 29, 2025	SVCS admits "there are no recordings"; confirms Hillsdale license and Curriculum School listing are interdependent (Exhibit C; Exhibit G, pp. 68–83, Meeting 9)
February 10, 2026	Complainant Muehle submits 10-category curriculum review request to District (Exhibit H); Carlin Washburn files complaint with ODE (Exhibit I)
February 11, 2026	SPED addendum formally approved, less than five months before projected opening (Exhibit A; Exhibit G, pp. 84–88, Meeting 10)
February 17, 2026	ODE accepts Washburn complaint as Case No. 2026-11 (Exhibit E); at joint work session, SVCS confirms "We are a Hillsdale curriculum school" and acknowledges using Red Balloon after reviewing its Employee Bill of Rights (Exhibit F; Exhibit G, pp. 89+, Meeting 11)
February 25, 2026	Whitmore's counsel (Jordan Ramis PC) responds to ODE, acknowledging Hillsdale license and Curriculum School status; raises Trinity Lutheran defense (Exhibits B and D)
February 26, 2026	Director Cole emails full board minimizing concerns; Superintendent responds documenting pattern and warning of complicity liability; Superintendent commits to organizing independent curriculum review (Exhibit J)

February 27, 2026	SVCS/WCA sends memo reframing Muehle/Washburn concerns as procedural non-compliance with charter-level review process (Exhibit K)
March 4, 2026	Superintendent confirms no board direction on curriculum review; one director opposes any review; Superintendent states he will convene review committee unilaterally; observes curriculum "does not match what was proposed" (Exhibit L)
As of filing	Whitmore continues to appear on the Society for Classical Learning's "Find a Christian School Near Me" page (Exhibits D, I, and M)

## **CLAIM I: UNLAWFUL AFFILIATION WITH HILLSDALE COLLEGE**

### **I.A. Legal Framework: The Non-Affiliation Requirement**

Oregon law provides that "[a] school district board may not approve a proposal to establish a public charter school that is affiliated with a nonpublic sectarian school or a religious institution." ORS 338.035(8). The statute identifies two independent categories of prohibited entities: (1) "a nonpublic sectarian school" and (2) "a religious institution." A charter school's affiliation with either category independently triggers the prohibition.

The Charter School Contract incorporates and expands this requirement:

"Whitmore Classical Academy agrees that it shall operate, in all respects, as a nonsectarian, nonreligious public school. Whitmore Classical Academy shall not be affiliated with any nonpublic sectarian school or religious organization, as per ORS 338.005(8)... Any affiliation or association with a nonpublic sectarian school, official or unofficial, will result in the revocation of charter status."

—Contract § 9.C.

The Contract's internal cross-reference to "ORS 338.005(8)" is a scrivener's error; the non-affiliation prohibition is codified at ORS 338.035(8), while ORS 338.005 is the definitions section of ORS Chapter 338. The substantive language of § 9.C—prohibiting "any affiliation or association with a nonpublic sectarian school" and providing that such affiliation "will result in the revocation of charter status"—mirrors ORS 338.035(8) verbatim. The operative contractual prohibition applies by its own terms regardless of the erroneous statutory cross-reference, and the parties' course of dealing confirms that both parties understood § 9.C to incorporate the ORS 338.035(8) prohibition: the District's counsel presented ORS 338.035(8) as the governing statute at the January 10, 2024 work session (Exhibit G, pp. 16–21, Meeting 3), and neither SVCS nor its subsequent counsel at Jordan Ramis PC has disputed that ORS 338.035(8) is the relevant provision. Indeed, the Jordan Ramis February 25, 2026 letter to ODE addresses ORS 338.035(8) on its merits rather than arguing that § 9.C fails to incorporate it (Exhibit D).

Section 5.D separately states: "The educational program of Whitmore Classical Academy shall not be sectarian or religious." Both state law and contract prohibit institutional affiliation with a religious entity—not merely religious curriculum content.

Hillsdale College's own Mission Statement establishes that it qualifies as "a religious institution"—the second independent category under ORS 338.035(8):

"As a nonsectarian Christian institution, Hillsdale College maintains by precept and example the immemorial teachings and practices of the Christian faith.... [A] trustee of our Western philosophical and theological inheritance tracing to Athens and Jerusalem."

—Exhibit B.

While Hillsdale describes itself as "nonsectarian"—meaning it is not affiliated with a particular denomination—it is unambiguously a Christian institution that "maintains by precept and example the immemorial teachings and practices of the Christian faith." This makes Hillsdale "a religious institution" under the second category of ORS 338.035(8), regardless of whether it qualifies as "sectarian" under the first category. The statutory disjunction "or" means both categories operate independently.

Hillsdale further states that it "values the merit of each unique individual, rather than succumbing to the dehumanizing, discriminatory trend of so-called 'social justice' and 'multicultural diversity'."

Hillsdale's K–12 program explains that it evaluates "Curriculum School Applications on a regular basis" and extends support to schools that share its objectives in "a traditional education setting"—describing these as "Hillsdale College Curriculum Schools" that are

"licensed users of the Hillsdale K–12 curriculum." Hillsdale also describes tiered "affiliation" levels: Member Schools, Candidate Member Schools, and Curriculum Schools, with "[s]chool support [varying] depending on the level of affiliation."

District counsel has advised that "affiliation" in this context carries its ordinary, plain-language meaning of "association or connection," and does not require Hillsdale to own or control Whitmore (Exhibit G, p. 19, Meeting 3, Quote 2.2).

It is important to distinguish two separate legal questions. First, does SVCS/WCA's institutional relationship with Hillsdale constitute "affiliation" with a "religious institution" in violation of ORS 338.035(8) and Contract § 9.C? Second, do the Hillsdale K–12 curriculum materials, as implemented, contain religious content in violation of ORS 327.109 and Contract § 5.D? These are independent inquiries. ORS 338.035(8) prohibits affiliation with a religious institution—it does not condition the prohibition on whether the affiliated institution's materials are themselves religious. A charter school that enters a formal network relationship with a religious institution violates ORS 338.035(8) even if every page of the licensed curriculum is facially secular. The Jordan Ramis letter's emphasis on the non-religious character of Hillsdale's K–12 materials (Exhibit D) is therefore responsive to the ORS 327.109 inquiry but does not address the ORS 338.035(8) structural prohibition at issue in this Claim. Whether the materials also contain religious content is a separate factual question that ODE should investigate independently, but the answer to that question does not determine whether the affiliation itself is lawful.

## **I.B. Background: Approval Conditioned on Non-Affiliation**

SVCS's 2023 charter application originally referenced Hillsdale materials and a member-school relationship, then removed those references after the District raised non-affiliation concerns. On May 10, 2023, the District found SVCS's first application legally insufficient — the superintendent identified "nine pages of questions" regarding legal sufficiency (Exhibit G, pp. 1–8, Meeting 1). After extensive technical assistance, SVCS submitted a revised application that omitted Hillsdale member-school language, and the District board approved this revised application on October 11, 2023, by a vote of 5–1 (Exhibit G, pp. 9–16, Meeting 2). Vice Chair Miltenberger cast the sole dissenting vote, citing "ongoing religious connections visible online and wording that does not yet demonstrate the school is not discriminatory against some of the population" (Exhibit G, p. 15, Meeting 2, Quote 5.1). Notably, at that same meeting, student representative Storm Curth asked whether SVCS would respect a student's preferred name if the student was "not able to tell their parents." SVCS's Eric Sneddon responded: "that policy will get written when we do our policy handbook, which will happen after we hire head of school" (Exhibit G, p. 13, Meeting 2, Quotes 3.1–3.2). This deferred the school's

LGBTQ+-inclusion policy to a future head-of-school hire — a position that remained vacant through contract signing in September 2024, and for which the screening vendor ultimately selected was Red Balloon (Claim II).

After the October 11 approval, community members discovered that Whitmore appeared on Hillsdale's K–12 website as a "Curriculum School" — i.e., an affiliated school — despite SVCS's prior assurances that Hillsdale affiliation had been removed. This prompted the District's December 2023 clarification demand. SVCS responded by transmitting Hillsdale's October 17, 2022 letter of intent — a document that predated all applications but was never disclosed during the application process — and asserting that the District was misreading "affiliation" (Exhibit G, pp. 22–23, Meeting 3, Quote 6.1).

At the January 10, 2024 board work session, counsel explained:

"There was an initial proposal; the superintendent and by extension the board identified some areas in the application — one was this issue of affiliation with the Hillsdale College. SVCS in fact then said, 'okay, we're going to remove that statement of affiliation as part of our charter application.'... We received that revised application but then there was some discrepancy... SVCS in fact came back and said, 'yes, that's true, we still have an affiliation, and oh by the way, we intend to continue having that affiliation.'" —Exhibit G, p. 17, Meeting 3, Quotes 1.1–1.2.

Counsel characterized this as "almost like we're being knocked back to square one. The original red-flag issue is on the table" (Exhibit G, p. 17, Meeting 3, Quote 1.3).

The superintendent confirmed:

"The October application is usable, it's been approved by the board, and again it is devoid of any third-party affiliation. The formal letter that states their terms and how they're using materials was not produced until after the fact. It was never produced during any of the application phases.... Taking a step back — what was approved in October is workable, but incorporating this back in takes you to where we were in May." —Exhibit G, p. 22, Meeting 3, Quote 6.1.

The board, superintendent, and counsel converged on a remedy: SVCS must disavow the October 17, 2022 Hillsdale letter of intent, rescind its consideration to become a Hillsdale member school, revise its website, and provide written assurances of non-affiliation (Exhibit G, pp. 24–25, Meeting 3, Quotes 8.1–8.3).

The final Charter School Contract, dated September 11, 2024 and revised November 20, 2024, embeds this condition in § 9.C by prohibiting "any affiliation or association with a nonpublic sectarian school or religious organization" and tying that prohibition to ORS 338.005(8). Notably, § 9.C(ii)–(iii) also explicitly excludes the control-based definitions

from ORS Chapters 743B and 732 that Hillsdale's counsel relied upon — reflecting the District's rejection of SVCS's narrow reinterpretation. The contract was ratified 6–1, with Vice Chair Miltenberger voting no for the third consecutive time, citing readiness concerns: "without a building, without a head of school," and "hundreds of hours of staff" time already invested without operational certainty (Exhibit A; Exhibit G, pp. 44–48, Meeting 6, Quotes 4.1–4.2). The superintendent changed the signature line from "chief executive" to "Whitmore Classical Academy Board Vice Chair" because SVCS had no head of school — noting this would "get us through the contractual hump" (Exhibit G, p. 45, Meeting 6, Quote 2.1).

## **I.C. Evidence of Hillsdale Curriculum License and Network Affiliation**

1. SVCS's February 7, 2024 member-school admission. At the District board meeting, SVCS President Kay King stated:

"We applied to Hillsdale to be considered to use this curriculum and resources quite a while back. There were many, many applications submitted, mostly from major cities and underserved and at-risk communities. Out of that group, Siuslaw Valley Charter School was one of six finalists. Hillsdale came to Florence.... We were blown away to have been chosen to be one of their member schools."

—Exhibit G, p. 30, Meeting 4, Quote 3.1.

This confirms SVCS did not merely purchase materials: Hillsdale ran a selective application process, staff traveled to Florence to evaluate SVCS, and Hillsdale chose SVCS as "one of their member schools" (Exhibit G, p. 30, Meeting 4). At the same meeting, King also framed the Hillsdale relationship as a taxpayer savings: "With Hillsdale we get their manuals and their training for free.... If we don't use this curriculum? We'll have to pay a lot of money to buy curriculum of the quality that this is and that's a waste of taxpayer dollars" (Exhibit G, p. 31, Meeting 4, Quote 4.3). This economic-dependency framing reveals an additional incentive to maintain the affiliation — walking away from Hillsdale would impose real costs, making voluntary disassociation increasingly unlikely.

2. Hillsdale's own description: "affiliated schools." Hillsdale's K–12 website states that school "support varies depending on the level of affiliation" and that Curriculum Schools are "licensed users of the Hillsdale K–12 curriculum" who receive "some exclusive access to our resources" (Exhibit C). Together with Hillsdale's Mission as a "nonsectarian Christian" institution (Exhibit B), this shows that Curriculum Schools are schools whose mission aligns with Hillsdale's Christian identity and who receive ongoing assistance as affiliated schools.

3. Whitmore's February 25, 2026 letter: licensing agreement and Curriculum School status. In responding to ODE's Case No. 2026-11, Whitmore's counsel at Jordan Ramis PC acknowledged:

"Whitmore entered into a free, standard licensing agreement with Hillsdale to use these non-religious resources.... On the Hillsdale College website, it lists 'Hillsdale College Member Schools.' ...Whitmore does appear on Hillsdale's website as a Hillsdale College Curriculum School. All that means is that Whitmore is using Hillsdale's scope and sequence for its curriculum."

—Exhibit D.

This same letter quotes Hillsdale's explanation: "the schools that work with us are not owned or operated by the College. Instead we serve as advisors, providing teacher and leader support and curriculum to those schools." Even if Hillsdale does not own or operate Whitmore, Contract § 9.C prohibits "any affiliation or association" — not only arrangements involving operational control.

Notably, the Jordan Ramis letter also states that "the Siuslaw School District was satisfied with Whitmore's explanation and planned use of Hillsdale non-religious materials and approved its charter" (Exhibit D). This characterization is contradicted by the board record. The superintendent stated the board "could not make an informed decision" because the Hillsdale letter of intent was withheld (Exhibit G, p. 38, Meeting 5, Quote 4.1). Two motions to deny the application failed by narrow margins (Exhibit G, pp. 41–42, Meeting 5, Quotes 7.1–7.4). The final motion authorized only "a contract that meets and complies wholly with Oregon revised statutes" (Exhibit G, p. 42, Meeting 5, Quote 7.5). The board was never "satisfied" with the Hillsdale explanation — it was deeply divided, and the condition it imposed has never been fulfilled. The mischaracterization in SVCS/WCA's formal response to ODE is itself a transparency concern that reinforces the pattern of incomplete and misleading representations documented throughout this complaint.

4. October 29, 2025 confirmation: license and listing are interdependent. At the joint work session, SVCS's COO explained that "the only curriculum license is a Hillsdale license which only allows us to have access to their scope and sequence" and that "if we are not listed as a curriculum school we won't have the license for that scope and sequence" (Exhibit C; Exhibit G, pp. 72–74, Meeting 9, Quotes 4.1, 4.3). Director Posegate then read § 9.C verbatim into the record and stated: "Explain to me how this is not an affiliation or an association, because I — I'm not understanding how this is not an affiliation or association" (Exhibit G, p. 74, Meeting 9, Quote 4.4). SVCS responded by reverting to the "control" definition and raising "serious concerns about whether under the fairly recent U.S. Supreme Court precedent that such a provision is even constitutional" (Exhibit G, p. 74, Meeting 9, Quote 4.5). This confirms that Whitmore's

Hillsdale license and Curriculum School listing are ongoing, interdependent conditions of its operations — and that SVCS's legal posture is to challenge the constitutionality of the non-affiliation clause itself rather than comply with it.

5. February 17, 2026 reaffirmation and Jean Judge email. At the joint work session, SVCS/WCA leadership publicly confirmed: "We are a Hillsdale curriculum school. So we have access to their scope and sequence and their library" (Exhibit G, p. 102, Meeting 11, Quote 8.4). A director then read into the record an email from Hillsdale's Jean Judge stating that Hillsdale would "likely need to terminate the curriculum agreement" if the website listing were removed — confirming Hillsdale itself treats the listing and license as inseparable, and characterizing the relationship as an "association" and "affiliation" (Exhibit G, p. 102, Meeting 11, Quote 8.3). Vice Chair Miltenberger stated: "It's not subjective because it's in the words of Hillsdale here — until you're ready to advertise your affiliation.... Hillsdale calls it an affiliation. This representative in this email calls being a curriculum school an affiliation. And our contract clearly states they cannot be affiliated with Hillsdale" (Exhibit G, p. 102, Meeting 11, Quote 8.5). Another director summarized: "Common sense says that this is an affiliation" (Exhibit G, p. 102, Meeting 11, Quote 8.6).

6. Litigation posture and refusal to disassociate. Rather than complying with the board's January 10, 2024 directive to sever affiliation, SVCS escalated:

- At the February 7, 2024 meeting, King cited former legislator Kevin Mannix and Representative Boomer Wright as authorities who would testify that "affiliate" means only "control" (Exhibit G, pp. 29–30, Meeting 4, Quotes 2.2–2.5).
- King openly discussed positioning Whitmore as a federal test case: "Mr. Mannix also points out that the federal Supreme Court has a desire to make it much easier for charter schools to flourish. Not that we want to go that route and be a test case for the U.S. Supreme Court, but in hindsight it may have been a heck of a lot easier and faster than the journey that we have been on" (Exhibit G, p. 29, Meeting 4, Quote 2.4).
- In its February 25, 2026 letter to ODE, Whitmore's counsel raised a First Amendment defense, arguing that barring use of Hillsdale's resources "would expressly discriminate against an otherwise eligible recipient by disqualifying them from a public benefit solely because of their religious character," citing *Trinity Lutheran v. Comer*, 582 U.S. 449 (2017), and *Our Peculiar Family v. Inspire Charter Sch.* (Exhibit D).

7. Continued marketing on a Christian school recruitment platform. Whitmore Classical Academy appears on the Society for Classical Learning's school-finder page, which is titled "Find a Christian School Near Me" and describes its listed schools as committed to "a rigorous and enriching Christian education" (Exhibit M). The page's search filters consist exclusively of "Classical Christian School," "Classical Christian Start-Up School,"

and "SCL Accredited" — there is no secular or charter-school filter. Whitmore appears in search results when these Christian filters are applied.

In the Washburn complaint (Exhibit I), the complainant noted that Whitmore was originally listed as a "Classical Christian Start-Up School" on this platform. Whitmore's counsel acknowledged the listing in the February 25, 2026 letter to ODE and claimed the label was corrected to "Classical Charter School" (Exhibit D). However, as of the date of this complaint, Whitmore continues to appear on a page whose title, description, and filter taxonomy are exclusively Christian — meaning families searching for Christian education are directed to Whitmore, and Whitmore's presence on the platform signals alignment with the site's Christian mission regardless of Whitmore's individual label. This continued presence is inconsistent with the nonsectarian obligations of Contract § 9.C and § 5.D and reinforces the pattern of religious institutional alignment documented throughout this Claim.

When Director Posegate confronted SVCS at the February 17, 2026 meeting — "In October I asked you if you were contracting with any religious organizations and this website for Society for Classical Learning is explicitly religious.... You told me no. And this is a religious organization that you've given money to" — SVCS's COO responded: "I think I looked at it as a classical learning website" (Exhibit G, pp. 103–104, Meeting 11, Quotes 9.2–9.3).

Complainant does not have direct knowledge of whether SVCS/WCA applied for the SCL listing, consented to it, or has taken steps to request removal. However, the Jordan Ramis letter acknowledges that SVCS/WCA was aware of the listing and claims to have corrected its label from "Classical Christian Start-Up School" to "Classical Charter School" (Exhibit D) — which indicates that SVCS/WCA has the ability to modify its listing and has communicated with SCL about its content. If SVCS/WCA has the ability to modify the listing, it also has the ability to request removal. If SVCS/WCA has not requested removal from a page titled "Find a Christian School Near Me" despite being a publicly funded, nonsectarian charter school, that decision is itself evidence of the school's comfort with religious-institutional alignment. Complainant requests that ODE investigate whether SVCS/WCA applied for or consented to the SCL listing, what steps if any SVCS/WCA has taken to request removal, and whether any SCL membership or application process requires affirmation of a Christian mission or statement of faith.

This litigation-ready posture and continued Christian-platform marketing underscore that SVCS is committed to maintaining its religious institutional relationships and to contesting the District's and counsel's reading of ORS 338.035(8), increasing the risk to the sponsor and to state and federal funding.

## **I.D. Analysis: Violation of ORS 338.035(8) and Contract § 9.C**

The combination of:

- A standard licensing agreement with Hillsdale;
- Official listing as a "Hillsdale College Curriculum School";
- Advisory, teacher-support, and curriculum-support services from Hillsdale;
- Selection through a competitive, mission-screened application process (Exhibit G, p. 30, Meeting 4, Quote 3.1);
- SVCS's own repeated on-record descriptions of itself as "one of their member schools" and "a Hillsdale curriculum school";
- Hillsdale's own representative characterizing the relationship as an "association" and "affiliation" and warning that removal of the website listing would "likely" terminate the curriculum agreement (Exhibit G, p. 102, Meeting 11, Quote 8.3);
- Continued appearance on the Society for Classical Learning's "Find a Christian School Near Me" platform (Exhibit M);

—is exactly the kind of institutional relationship that § 9.C calls "an affiliation or association with a nonpublic sectarian school or religious organization." District counsel explained:

"Affiliation does not mean to control. All it means is that you have an association with another organization."

—Exhibit G, p. 19, Meeting 3, Quote 2.2.

Counsel further drew a clear distinction between the pedagogy and the institution:

"There are [other] schools in the state of Oregon that are using classical education... the classical philosophy is an educational philosophy. The problem in this situation is it's not the classical model that's the issue. The problem was they were directly affiliating with an institution and an entity that is known to be problematic.... The issue is this particular institution."

—Exhibit G, p. 21, Meeting 3, Quote 4.1.

Counsel warned of the funding consequences:

"Say hypothetically the board was to approve this packet and we have within your district a charter school that is employing public dollars that integrates a religious component to it. If any special needs students attend this school, your district can lose its entire operational budget.... The trigger point for that is very low — the penalty is for revocation of federal dollars, not just for that one student but for the whole district."

—Exhibit G, p. 20, Meeting 3, Quote 3.2.

At the February 14, 2024 board meeting, the superintendent stated:

"We approved an application in good faith after providing technical assistance to get an application that was viable, and then afterwards the one key piece that was never provided — and predated all the applications — was this letter of intent with Hillsdale. They knew that it was going to be an issue and they withheld it. We could have solved this matter last May and this was withheld. The board could not make an informed decision."

—Exhibit G, p. 38, Meeting 5, Quote 4.1.

Board Director Miltenberger warned: "If we move forward with what our definition of affiliation is and we sign contracts and it goes to the state and the state finds that we are in violation of the law, they could withdraw our money from our school district" (Exhibit G, p. 41, Meeting 5, Quote 6.1). Director Sneddon stated: "My feeling is a member school to me is very clearly affiliation.... I think the cleanest and easiest way to do that is to deny the application and let them take it up with ODE" (Exhibit G, p. 37, Meeting 5, Quote 3.1). Another director noted: "There are classical education charter schools in Oregon. The reason that there's not one in Oregon that's affiliated with Hillsdale is because it's against the law" (Exhibit G, p. 41, Meeting 5, Quote 6.3).

The board's final motion on February 14, 2024 authorized only "a contract that meets and complies wholly with Oregon revised statutes" (Exhibit G, p. 42, Meeting 5, Quote 7.5).

At the October 29, 2025 joint work session, Director Posegate read § 9.C verbatim into the record and stated: "Explain to me how this is not an affiliation or an association, because I — I'm not understanding how this is not an affiliation or association" (Exhibit G, p. 74, Meeting 9, Quote 4.4). At the February 17, 2026 joint work session, Vice Chair Miltenberger stated: "It's not subjective because it's in the words of Hillsdale here — until you're ready to advertise your affiliation.... Hillsdale calls it an affiliation. This representative in this email calls being a curriculum school an affiliation. And our contract clearly states they cannot be affiliated with Hillsdale" (Exhibit G, p. 102, Meeting 11, Quote 8.5). Another director summarized: "Common sense says that this is an affiliation" (Exhibit G, p. 102, Meeting 11, Quote 8.6).

The fact that the District subsequently signed the Charter School Contract in September 2024 does not constitute an implicit finding that the Hillsdale relationship complies with § 9.C or ORS 338.035(8). Three independent reasons foreclose a waiver or ratification defense:

First, the contract itself contains the § 9.C prohibition — a prohibition is not waived by the act of signing the instrument that contains it. A party does not implicitly consent to

the violation of a contract term by executing the contract that contains that term. If anything, the execution of § 9.C imposed a new, independent contractual obligation to terminate the affiliation — an obligation that SVCS/WCA has continuously breached since the contract's effective date.

Second, the board's February 14, 2024 authorization was expressly conditional: the only motion that passed authorized "a contract that meets and complies wholly with Oregon revised statutes" (Exhibit G, p. 42, Meeting 5, Quote 7.5). This is not blanket approval — it is a directive that the resulting contract must comply with the law, including ORS 338.035(8). The condition was embedded in § 9.C. The condition has not been satisfied.

Third, SVCS/WCA's own post-signing conduct conclusively establishes that the prohibited relationship was never resolved. In October 2025, SVCS's COO confirmed that the Hillsdale license and Curriculum School listing remain interdependent (Exhibit G, pp. 72–74, Meeting 9, Quotes 4.1, 4.3). In February 2026, SVCS publicly reaffirmed "we are a Hillsdale curriculum school" (Exhibit G, p. 102, Meeting 11, Quote 8.4), and Hillsdale's own representative described the relationship as an "affiliation" in the Jean Judge email read into the record at the same meeting (Exhibit G, p. 102, Meeting 11, Quote 8.3). A waiver defense requires reliance on the other party's conduct; here, SVCS/WCA cannot claim it relied on the District's signing as permission to maintain the Hillsdale relationship when the signed document explicitly prohibits that relationship and when the District's counsel, superintendent, and multiple directors have continuously objected to it.

## **I.E. Rebuttal: Institutional Affiliation Is Not a Materials Purchase**

In its February 25, 2026 letter to ODE, Whitmore's counsel raised a First Amendment defense, arguing that preventing Whitmore from using Hillsdale's resources "would expressly discriminate against an otherwise eligible recipient by disqualifying them from a public benefit solely because of their religious character," citing *Trinity Lutheran v. Comer*, 582 U.S. 449 (2017), and *Our Peculiar Family v. Inspire Charter Sch.* (Exhibit D).

This argument conflates two fundamentally different relationships:

- Purchasing curriculum materials from a publisher that happens to be religious. If Whitmore simply bought textbooks or teaching guides authored by Hillsdale-affiliated scholars — the way any school might purchase materials from any publisher — that arm's-length commercial transaction would not constitute

"affiliation" under ORS 338.035(8), and restricting it could raise the constitutional concerns Whitmore invokes.

- Entering a formal institutional network relationship in which the charter school applies to a religious institution's selective program, is evaluated and chosen based on mission alignment, executes a licensing agreement, receives ongoing advisory and teacher-support services, is publicly listed as a network school on the institution's website, and cannot access the licensed materials without maintaining that public listing. This is not a purchase — it is affiliation.

The distinction between these two relationships is not novel to this complaint — it was articulated by District counsel, the superintendent, and multiple board members at the January 10, 2024 work session. Counsel stated: "If they had just said we are a generic classical-modeled proposed charter school, the classical model in itself isn't problematic, and you had said you've also submitted this letter of affiliation and they said, 'if that's a problem we're taking that out and we will affirmatively assure you that we are not going to affiliate with Hillsdale College' — I think we'd be in much smoother waters here. But we're not in that position" (Exhibit G, p. 21, Meeting 3, Quote 4.2). A board director confirmed: "Hillsdale is not the only place that they can get this information or support. There are other options — and so because the third-party affiliation or partnership violates Oregon statute, then let's tell them that and then let's let them seek support from other entities. The sticking point is literally just Hillsdale" (Exhibit G, p. 23, Meeting 3, Quote 7.1). Another director stated plainly: "It is this letter of intent that again violates 338. They can still use materials from Hillsdale" (Exhibit G, p. 23, Meeting 3, Quote 7.2). SVCS was explicitly offered the arm's-length path — use Hillsdale materials without institutional affiliation — and refused it.

The record establishes that SVCS/WCA's relationship with Hillsdale is the institutional network relationship, not the arm's-length purchase. Hillsdale conducted a competitive application process; Hillsdale staff traveled to Florence to evaluate SVCS; Hillsdale selected SVCS as "one of their member schools" (Exhibit G, p. 30, Meeting 4, Quote 3.1). Hillsdale's own website describes tiered "affiliation" levels and states that "support varies depending on the level of affiliation" (Exhibit C). SVCS's COO confirmed the license and listing are interdependent: "if we are not listed as a curriculum school we won't have the license for that scope and sequence" (Exhibit G, p. 73, Meeting 9, Quote 4.3). And Hillsdale's own representative, Jean Judge, confirmed in an email read into the record at the February 17, 2026 joint work session that Hillsdale would "likely need to terminate the curriculum agreement" if the website listing were removed — describing the relationship as an "association" and "affiliation" (Exhibit G, p. 102, Meeting 11, Quote 8.3). The institution itself does not characterize this as a purchase.

ORS 338.035(8) does not prohibit a charter school from using materials authored by a religious institution. It prohibits a charter school from being affiliated with one. The

*Trinity Lutheran* line of cases addresses the exclusion of religious entities from generally available public benefits solely because of religious identity. Here, Whitmore is not being excluded from a public benefit — it is being required to comply with a specific condition of its charter: that it not maintain an institutional affiliation with a religious organization. This is a content-neutral structural requirement tied to the nature of the relationship, not the religious identity of the materials provider. Nothing in *Trinity Lutheran* or its progeny requires a state to permit formal network membership between a publicly funded charter school and a religious institution as a condition of the charter school's ability to purchase or use educational materials.

Whitmore's counsel also cited *Our Peculiar Family v. Inspire Charter Schools* (Exhibit D). That case involved a California virtual charter school's refusal to fund a family's chosen religious curriculum under a parent-directed education model — a factual scenario fundamentally different from the institutional affiliation at issue here. In *Our Peculiar Family*, the charter school was denying access to publicly funded educational resources based on the religious content of selected materials, and the court allowed the plaintiffs' Free Exercise claim to survive a motion to dismiss. Here, no one is denying Whitmore access to public funds because of the religious content of its chosen curriculum. The question is whether Whitmore may simultaneously maintain a formal institutional network membership with a religious institution while operating as a publicly funded, nonsectarian charter school. *Our Peculiar Family* does not hold — and no court has held — that ORS 338.035(8)'s prohibition on affiliation with a religious institution violates the Free Exercise Clause. The structural non-affiliation requirement is a neutral condition of the charter that applies regardless of religious identity: Whitmore could not affiliate with any nonpublic school or religious institution, whether Christian, Jewish, Muslim, or secular-private. This is viewpoint-neutral structural regulation, not religious discrimination.

## **I.F. Requested Findings and Corrective Actions**

### Findings:

1. Find that Hillsdale College is "a religious institution" within the meaning of ORS 338.035(8), based on its own Mission Statement describing itself as a "nonsectarian Christian institution" that "maintains by precept and example the immemorial teachings and practices of the Christian faith" (Exhibit B).
2. Find that SVCS/WCA's formal, mission-screened licensing and network relationship with Hillsdale — including a selective application process, site evaluation, Curriculum School listing, advisory and teacher-support services, and ongoing license conditioned on public listing — constitutes "affiliation or association" with a religious institution within the meaning of ORS 338.035(8)

and Contract § 9.C, regardless of whether Hillsdale exercises operational control over Whitmore.

3. Find that Siuslaw School District's continued sponsorship of Whitmore Classical Academy, while Whitmore holds a Hillsdale licensing agreement and Curriculum School status, violates ORS 338.035(8) and § 9.C of the Charter School Contract.
4. Find that SVCS/WCA's continued appearance on the Society for Classical Learning's "Find a Christian School Near Me" platform is inconsistent with § 9.C and § 5.D of the Charter School Contract (Exhibit M).
5. Find that SVCS/WCA's February 25, 2026 characterization to ODE that the District was "satisfied" with its Hillsdale explanation is contradicted by the board record — including the superintendent's statement that "the board could not make an informed decision" (Exhibit G, p. 38, Meeting 5, Quote 4.1), two failed motions to deny (Exhibit G, pp. 41–42, Meeting 5, Quotes 7.1–7.4), and the final motion authorizing only "a contract that meets and complies wholly with Oregon revised statutes" (Exhibit G, p. 42, Meeting 5, Quote 7.5) — and constitutes a material misrepresentation in a pending ODE proceeding (Exhibits D and G).
6. Find that Hillsdale College itself characterizes the Curriculum School relationship as an "affiliation" and "association," and that Hillsdale's representative Jean Judge stated Hillsdale would "likely need to terminate the curriculum agreement" if the website listing were removed — confirming that the relationship is institutional, not transactional (Exhibit G, p. 102, Meeting 11, Quote 8.3).
7. Find that the District offered SVCS a compliant alternative path at the January 10, 2024 work session — use Hillsdale materials without institutional affiliation, or seek ODE sponsorship with affiliation intact — and that SVCS refused both alternatives and instead escalated to ethics complaints, litigation threats, and a U.S. Supreme Court test-case posture (Exhibit G, pp. 21–25, Meeting 3, Quotes 4.2, 5.1, 7.1–7.2; Exhibit G, pp. 27–33, Meeting 4, Quotes 1.1–2.5).

Corrective actions as to SVCS/Whitmore:

8. Direct Siuslaw School District to bring its sponsorship into compliance by either:
  - (a) Requiring SVCS/Whitmore, as a condition of continued charter status, to terminate its licensing agreement and any Curriculum School or similar relationship with Hillsdale, obtain removal from Hillsdale's K–12 listings, obtain removal from the Society for Classical Learning's school-finder page, and certify in writing that it has no institutional affiliation or association with any nonpublic sectarian school or religious organization; or
  - (b) Initiating termination or non-renewal of the charter under Contract §§ 9.C and 9.N and applicable provisions of ORS Chapter 338 if SVCS/Whitmore refuses to end its Hillsdale affiliation.

9. If SVCS/WCA terminates the Hillsdale relationship under 8(a), direct the District to verify compliance by requiring SVCS/WCA to produce: (i) written confirmation from Hillsdale College that the licensing agreement has been terminated and the Curriculum School listing removed; (ii) written confirmation from the Society for Classical Learning that Whitmore's listing has been removed; and (iii) a sworn certification from the SVCS/WCA board that no institutional affiliation, advisory relationship, or network membership with Hillsdale College or any other nonpublic sectarian school or religious institution exists or is contemplated. Compliance verification shall be completed before the first day of instruction.

Statewide guidance:

10. Issue guidance clarifying that licensing, advisory, "Curriculum School," or similar network relationships with a religious institution or nonpublic sectarian school — including where the institution characterizes K–12 materials as "non-religious" — constitute "affiliation or association" prohibited by ORS 338.035(8) and non-affiliation clauses in Oregon charter contracts. The guidance should note that the prohibition attaches to the institutional relationship, not to the content of the materials, and that a charter school's ability to purchase or use publicly available materials from a religious institution is not affected by the prohibition on institutional affiliation.

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## **CLAIM II: RED BALLOON SCREENING, CIVIL-RIGHTS RISK, AND SPONSOR OVERSIGHT**

### **II.A. Nondiscrimination Duties for District and Charter**

Oregon law requires that public charter schools "comply with all applicable provisions of law" (ORS 338.115(1)), and the limited exemptions listed in ORS 338.115(2) do not include state or federal nondiscrimination law. Charter schools and their sponsoring districts are therefore subject to the same employment and education antidiscrimination requirements as any public school, including ORS 659A.030 (unlawful employment practices based on protected class), ORS 659.850 (discrimination in education), and Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.

The Charter School Contract incorporates and specifies these obligations:

- Section 5.D provides that the educational program "shall not be sectarian or religious" and that WCA "shall not discriminate against any student or staff on the basis of race, creed, color, sex, national origin, religion, ancestry, disability, marital status, sexual orientation, gender identity or political beliefs and/or affiliations."
- Section 5.D(iii) requires compliance with ODE's LGBTQ2SIA+ Student Success Plan and the CROWN Act.
- Section 9.C requires that Whitmore "shall operate, in all respects, as a nonsectarian, nonreligious public school"—a mandate that extends beyond curriculum content to all aspects of school operations, including the selection of vendors used to screen and evaluate candidates for employment.

Because SVCS/WCA's engagement of Red Balloon was an exercise of its hiring function—prescreening candidates for the school's highest instructional leadership position—that vendor selection must be evaluated against both the statutory nondiscrimination framework and the specific contractual duties identified above.

## **II.B. Red Balloon's Mission, Employee Bill of Rights, and Anti-EEOC Stance**

Red Balloon markets itself as a "non-woke" job board designed to match ideologically like-minded employers and employees and to help employers resist diversity, equity, and inclusion (DEI) frameworks. Its published "Employee Bill of Rights and Responsibilities" states:

"America's work environment is changing faster than ever these days and not necessarily in a good way. Woke corporations are so busy virtue signaling that they have forgotten to respect and support a significant segment of the workforce. As a result, millions of employees are stuck in frustrating jobs at leftist companies where their personal values are ridiculed, opposing values are crammed down their throats, and they no longer find joy or fulfillment in their work."

—Exhibit F; read into the public record at the February 17, 2026 work session (Exhibit G, Meeting 11, Quote 7.4).

The same document instructs employees to signal religious identity and reject LGBTQ inclusion norms in the workplace:

- "If someone asks about your weekend, tell them how much you enjoyed church. Decline to share your pronouns and decline to celebrate Pride week. Instead,

display the symbols and slogans that represent your values." —Exhibit F, Section 3 (Exhibit G, Meeting 11, Quote 7.5).

- "You have the right to decide what goes into your own body. God has given each of us a body." —Exhibit F, Section 5 (Exhibit G, Meeting 11, Quote 7.6).

These passages are not incidental marketing. They define Red Balloon's core value proposition to employers: a hiring pipeline that filters for ideological alignment against DEI norms, LGBTQ inclusion, and secular workplace culture—the very norms that Title VII, ORS 659A.030, and Contract § 5.D require a public employer to uphold.

Separately, Dr. Barry Divine—a candidate who was personally screened by Red Balloon for the SVCS/WCA principal position—reported to the superintendent that Red Balloon's executives "proudly state that they train their screeners to circumvent EEOC regulations during the interview process," describing the company's screening model as "anti-science, anti-gay/trans, and anti-EEOC protections" (Exhibit G, Meeting 11, Quote 7.2). The superintendent summarized the concern at the same work session: "The company says that they know how to work around EEOC guidelines. Is there a better company to screen people that would be compliant with EEOC guidelines, because that takes the liability off of the district as the sponsoring entity?" (Exhibit G, Meeting 11, Quote 7.9).

Dr. Divine's firsthand account is independently corroborated by Red Balloon's own published materials (Exhibit F). The Employee Bill of Rights contains at least five instances of anti-LGBTQ language, instructs employees to "decline to share your pronouns and decline to celebrate Pride week," encourages employees to signal Christian identity in the workplace ("tell them how much you enjoyed church"), and uses explicitly religious framing ("God has given each of us a body"). A district board member who reviewed the document at the February 17 meeting counted the anti-LGBTQ references and stated: "If I was looking for a job and I saw at least five instances of anti-LGBT writing in their documentation, I would not feel safe to work there" (Exhibit G, Meeting 11, Quote 7.8). The consistency between Dr. Divine's firsthand report of EEOC-circumvention training, Red Balloon's own published ideology, and a board member's independent review makes the allegation credible and actionable—not merely one candidate's opinion.

## **II.C — Meeting 11 Evidence: Red Balloon Hiring Vendor, Employee Bill of Rights, and EEOC Liability (February 17, 2026)**

## Context and Procedural Posture

Meeting 11, the February 17, 2026 Board Work Session, is the most comprehensive 2026 snapshot of the District-SVCS relationship. Chair Lacatur reads pre-submitted questions and SVCS's written answers, then opens discussion. Section 7 of this meeting addresses Red Balloon's use as a screening vendor for SVCS administrator candidates, and constitutes the primary board-meeting evidence for Claim II.

SVCS confirms at this meeting that it used Red Balloon to screen candidates for its highest instructional position — the head of school/instructional principal — and that it had read Red Balloon's Employee Bill of Rights before engaging the company. This is the first meeting at which Red Balloon's documentation is read into the public record, Dr. Divine's email is cited, and the superintendent frames the issue as a direct EEOC-liability concern for the sponsoring district.

## The Employee Bill of Rights — Read Into the Record

A board director reads Red Balloon's Employee Bill of Rights aloud during the meeting, placing its language on the public record. The excerpts read include:

*"America's work environment is changing faster than ever these days and not necessarily in a good way. Woke corporations are so busy virtue signaling that they have forgotten to respect and support a significant segment of the workforce. As a result, millions of employees are stuck in frustrating jobs at leftist companies where their personal values are ridiculed, opposing values are crammed down their throats, and they no longer find joy or fulfillment in their work."*

*"So how can you champion free speech in the workplace? Use your voice. If HR sends out a survey, say what you think. If someone asks about your weekend, tell them how much you enjoyed church. Decline to share your pronouns and decline to celebrate Pride week. Instead, display the symbols and slogans that represent your values."*

*"You have the right to decide what goes into your own body. God has given each of us a body."*

These passages establish that Red Balloon's corporate identity is built around opposition to LGBTQ inclusion ("decline to share your pronouns and decline to celebrate Pride week"), hostility toward diversity practices ("woke corporations... virtue signaling... leftist companies"), and religious framing of bodily autonomy ("God has given each of us

a body"). This is the vendor SVCS chose to screen the administrators who will lead a publicly funded charter school.

### SVCS's Defense: "Impartiality and Professionalism"

When confronted with Red Balloon's documentation, SVCS defends its choice of vendor. The context note in Exhibit G confirms that SVCS "characterizes the vendor as providing 'impartiality and professionalism'". SVCS further states:

*"We've been very vocal right from the very beginning. We've never hid this. It's been in our board meetings. It's been in special board meetings. We're not hiding anything."*

This response is significant for two reasons. First, SVCS claims Red Balloon provides "impartiality" despite the vendor's own documentation explicitly instructing users to "decline to celebrate Pride week" and resist "woke" corporate practices — the opposite of neutral, impartial screening. Second, SVCS's "we've never hid this" framing reframes the issue as a transparency question rather than a substantive compliance question, deflecting from the core problem: a publicly funded school used a vendor whose stated mission is to help employers circumvent the very protections that public schools are legally required to uphold.

### Dr. Divine's Email and the "Circumvent EEOC Regulations" Statement

The meeting's context note confirms that "Dr. Divine's email is read into the record, reporting that Red Balloon executives 'proudly state that they train their screeners to circumvent EEOC regulations'". This email establishes that Red Balloon's approach to screening is not merely ideologically inflected but operationally designed to work around federal employment protections — the same protections that Oregon charter schools, as public schools receiving public dollars, are required to follow.

### Board Response: "Antithetical to Good Public Schools"

A board director responds directly to the Red Balloon documentation:

*"The problem is that you're using a service that is antithetical to good public schools. They literally talk in their own documentation about getting rid of wokeness. If I was looking for a job and I saw at least five instances of anti-LGBT writing in their documentation, I would not feel safe to work there."*

This statement places on the record a board member's determination that Red Balloon's values and documentation are incompatible with public school governance — not as a matter of political opinion, but as a matter of whether prospective employees from protected classes would feel safe applying.

## Superintendent's EEOC-Liability Framing

Superintendent Grzeskowiak frames the issue in terms of direct legal liability for the sponsoring district:

*"The company says that they know how to work around EEOC guidelines. Is there a better company to screen people that would be compliant with EEOC guidelines because that takes the liability off of the district as the sponsoring entity."*

This statement establishes two critical facts. First, the superintendent identifies the sponsoring district — not just SVCS — as bearing liability for EEOC-noncompliant hiring practices at its chartered school. Second, the superintendent's question is framed as a practical remediation request ("is there a better company"), not as an ideological objection — underscoring that the concern is legal compliance, not viewpoint.

## SVCS's Belated Concession — After Screening Was Complete

The Exhibit G context note documents that "only later in the discussion does SVCS state it does not plan to use Red Balloon again — after the vendor had already screened candidates for the school's highest instructional position". This timing is critical: SVCS's concession that it won't use Red Balloon again is prospective only. The screening of administrator candidates — the people who will set the school's culture, hire teachers, and implement policies affecting students from protected classes — was already complete. The damage, if any, cannot be undone by a forward-looking promise.

## Evidentiary Significance for Claim II

Meeting 11, Section 7 provides the following evidentiary foundations for Claim II:

1. Knowing use — SVCS confirms it read the Employee Bill of Rights before hiring Red Balloon, establishing that the vendor's anti-LGBTQ, anti-diversity, and religious framing were known to SVCS before screening began.
2. Employee Bill of Rights on the public record — The full text is read aloud, documenting specific language about declining pronouns, declining Pride celebrations, "woke corporations," "leftist companies," and "God has given each of us a body".

3. Dr. Divine's email on the public record — The report that Red Balloon trains screeners to "circumvent EEOC regulations" is read into the record, establishing that the EEOC concern was not speculative but based on Red Balloon's own stated practices.
  4. SVCS defends vendor as "impartial" — Despite the documentation, SVCS characterizes Red Balloon as providing "impartiality and professionalism," demonstrating a failure to recognize the civil-rights implications of its vendor choice.
  5. Board member finds vendor "antithetical to good public schools" — A director states the vendor's documentation would make LGBTQ applicants feel unsafe, placing the climate concern on the record.
  6. Superintendent identifies sponsoring-district liability — The superintendent frames Red Balloon's EEOC circumvention as a direct liability for Siuslaw SD 97J as the sponsoring entity, not merely an SVCS problem.
  7. Concession is retrospective only — SVCS agrees not to use Red Balloon again only after the screening of its instructional principal was already complete.
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This section documents that on February 17, 2026, the District board, superintendent, and SVCS all placed on the public record the facts necessary to evaluate Claim II: SVCS knowingly used a vendor whose corporate identity opposes LGBTQ inclusion, whose executives reportedly train screeners to circumvent EEOC regulations, and whose documentation a board member found "antithetical to good public schools" — to screen the administrators of a publicly funded charter school. SVCS's defense of the vendor as "impartial," its belated and retrospective-only concession, and the superintendent's identification of sponsoring-district liability collectively establish that the Red Balloon issue is not resolved but merely deferred.

## **II.D — Legal Analysis: Red Balloon's Use as Noncompliance with Title VII, ORS 659.850, and the Charter Contract**

### **The Legal Standard**

A public charter school that knowingly engages a vendor who "proudly advertises training screeners to circumvent EEOC regulations during the interview process" and who markets itself as an explicitly anti-woke, anti-Pride platform that filters candidates

based on ideological alignment cannot reasonably claim that its hiring process complies with Title VII, ORS 659.850, or the Charter School Contract's nondiscrimination clauses.

The Contract's nondiscrimination framework is layered and specific:

- Section 5.D provides that the educational program "shall not be sectarian or religious" and that WCA "shall not discriminate against any student or staff on the basis of race, creed, color, sex, national origin, religion, ancestry, disability, marital status, sexual orientation, gender identity or political beliefs and/or affiliations".
- Section 5.D(iii) requires compliance with ODE's LGBTQ2SIA+ Student Success Plan and the CROWN Act.
- Section 9.C reinforces the expectation that Whitmore's policies and practices — including hiring and vendor selection — reflect a nonsectarian, nondiscriminatory public-school environment.

These are not aspirational goals. They are contractual obligations incorporated into the charter under which SVCS/WCA operates as a publicly funded school.

## Red Balloon's Documentation as Evidence of Foreseeable Discriminatory Impact

For LGBTQ2SIA+ staff and candidates, Red Balloon's repeated directives to "decline to share your pronouns and decline to celebrate Pride week," coupled with its framing of "woke corporations" and "leftist companies" as hostile environments, reasonably signal that LGBTQ-affirming identities and inclusive practices are unwelcome. A prospective teacher or administrator who supports LGBTQ students, uses inclusive language, or has participated in Pride activities would encounter a screening process designed by a company whose corporate identity treats those very practices as problems to be eliminated.

The Employee Bill of Rights is not incidental marketing. It is the vendor's statement of purpose — the framework within which its screeners are trained to operate. When Dr. Divine reported that Red Balloon executives "proudly state that they train their screeners to circumvent EEOC regulations," this was independently corroborated by Red Balloon's own published materials, which contain at least five instances of anti-LGBTQ language and position the entire platform as a mechanism for employers to avoid the nondiscrimination frameworks that EEOC regulations implement.

## The Hillsdale–Red Balloon Convergence

This pattern aligns with Hillsdale-related concerns documented in Claim I. Hillsdale's own materials explicitly reject "social justice" and "multicultural diversity" and frame DEI as "dehumanizing". Viewed together, SVCS/WCA's Hillsdale affiliation and choice of Red Balloon as a principal-screening vendor reflect a coherent anti-DEI, anti-LGBTQ ideological trajectory, heightening the foreseeability of discriminatory impact.

This convergence is not coincidental. Red Balloon is itself a Hillsdale-adjacent entity in the broader conservative education ecosystem — both organizations position themselves against DEI, both frame inclusion practices as ideological impositions, and both appeal to the same constituency of employers and educators who view "woke" norms as threats. SVCS's simultaneous engagement with both organizations — one for curriculum and institutional identity, the other for hiring its most senior instructional leader — constitutes a pattern, not an isolated vendor choice.

### Risk-of-Harm Theory: The Knowing Engagement Is Itself the Noncompliance

This claim is structured as a risk-of-harm and hostile-climate theory. The use of Red Balloon for principal screening creates a foreseeable risk of discriminatory outcomes and signals an unwelcoming environment, regardless of whether any individual candidate can presently demonstrate that they were personally rejected on a prohibited basis.

The knowing engagement of a vendor whose core business model is anti-EEOC and anti-LGBTQ, for the highest-stakes hire in the school, is itself the noncompliance. Three elements establish this:

1. Knowledge — SVCS confirmed it read the Employee Bill of Rights before hiring Red Balloon ("Yes, we did"). The anti-LGBTQ content was not hidden or ambiguous; it was the vendor's lead marketing document.
2. Materiality — Red Balloon was not used for a peripheral task. It screened candidates for the instructional principal — the person who will set the tone for hiring, culture, discipline, and curriculum implementation for the school's inaugural year. This is the single hire most likely to shape whether the school's environment is welcoming or hostile to LGBTQ students, staff, and families.
3. Irreversibility — SVCS's belated statement that it may not use Red Balloon again is prospective only. The screening of the principal candidates was already complete. If the screening process was tainted by an ideological filter designed to exclude candidates who support LGBTQ inclusion, DEI practices, or EEOC compliance, the resulting hire cannot be retroactively untainted by a change in vendor policy.

The Executive Session Problem

The superintendent's February 26, 2026 email further documented that the hiring of Red Balloon was discussed in executive session of the charter board. "The phrase 'Red Balloon' was mentioned right before the meeting link went black, but engagement with Red Balloon was neither discussed publicly nor was the district notified that Red Balloon was contracted as the charter school's screening company". It was never publicly presented to the elected board that Red Balloon would be used for candidate screening.

This is significant for two reasons. First, a vendor selection with civil-rights implications for a publicly funded school was made without transparency — discussed behind closed doors, not disclosed to the sponsoring district, and not subject to public scrutiny until after the screening was complete. Second, the decision to use an executive session for vendor selection raises questions about whether SVCS's board understood that the choice of Red Balloon would be controversial — and chose opacity precisely because of that understanding.

### Applicable Legal Framework

The legal authorities implicated by Red Balloon's use include:

- Title VII of the Civil Rights Act of 1964 — prohibits employment discrimination based on race, color, religion, sex, and national origin. The Supreme Court's decision in *Bostock v. Clayton County*, 590 U.S. 644 (2020), confirmed that sex discrimination under Title VII encompasses discrimination based on sexual orientation and gender identity. A screening vendor that instructs employers to "decline to celebrate Pride week" and filters for ideological alignment on LGBTQ issues creates foreseeable Title VII exposure.
- ORS 659.850 — Oregon's education-specific nondiscrimination statute, which prohibits discrimination in any public education program or service on the basis of race, color, religion, sex, sexual orientation, national origin, marital status, age, or disability.
- Charter School Contract §5.D — contractual incorporation of nondiscrimination duties specific to the charter, including the LGBTQ2SIA+ Student Success Plan and CROWN Act compliance.
- ORS 338.095(1) — the sponsor's affirmative duty to "exercise oversight over the public charter schools it sponsors," which extends to ensuring that the charter's hiring practices comply with applicable law.

A public charter school cannot outsource its hiring to a vendor whose stated business model is to circumvent the very regulations that govern public-school employment and then claim that the resulting hiring decisions are nondiscriminatory. The vendor is the process. If the process is designed to filter for ideological alignment against LGBTQ inclusion, the outcomes are presumptively tainted.

## SVCS's "Impartiality" Defense Fails

SVCS's characterization of Red Balloon as providing "impartiality and professionalism" does not survive contact with the vendor's own documentation. Red Balloon's Employee Bill of Rights is not impartial — it is explicitly partisan. It identifies "woke corporations" and "leftist companies" as enemies, instructs employees to "decline to share your pronouns," and grounds workplace rights in religious language ("God has given each of us a body"). A vendor that instructs its users to resist LGBTQ inclusion practices cannot simultaneously provide impartial screening for a public school that is contractually required to uphold those practices.

SVCS's additional defense — "His opinion is his opinion. We completely disagree. I haven't seen anything that I believe substantiates that" — dismisses Dr. Divine's report despite its independent corroboration by Red Balloon's own published materials. This is not a matter of competing opinions; it is a matter of documentary evidence. The Employee Bill of Rights says what it says

## II.E — Requested Findings and Remedies

### Findings Requested

1. Finding on Vendor Incompatibility. Find that a hiring vendor whose core marketing includes opposing "woke" or DEI frameworks and training employers to "circumvent EEOC regulations" is incompatible with the nondiscrimination and civil-rights duties of a public charter school and its sponsoring district.

Red Balloon's Employee Bill of Rights instructs users to "decline to share your pronouns and decline to celebrate Pride week," frames workplace diversity as the product of "woke corporations" and "leftist companies," and grounds employee rights in explicitly religious language ("God has given each of us a body"). Dr. Divine's firsthand report that Red Balloon trains screeners to circumvent EEOC regulations is independently corroborated by these published materials. A vendor whose stated business model is built around helping employers evade the nondiscrimination frameworks that public schools are legally required to uphold cannot serve as an impartial screener for a publicly funded charter school's hiring process.

2. Finding on SVCS/WCA's Use and Notice. Find that SVCS/WCA's knowing use of Red Balloon — after reviewing the Employee Bill of Rights and receiving detailed notice of its anti-LGBTQ and anti-EEOC stance — created a foreseeable risk of discrimination,

undermined confidence in the neutrality of Whitmore's hiring processes, and contributed to a hostile climate for LGBTQ2SIA+ staff and students.

The record establishes that SVCS confirmed it read the Employee Bill of Rights before hiring Red Balloon ("Yes, we did"), that this decision was made in executive session without notifying the sponsoring district, that Red Balloon was used to screen candidates for the school's highest instructional position, and that SVCS defended the vendor as providing "impartiality and professionalism" even after the anti-LGBTQ documentation was read into the public record. SVCS's belated concession that it may not use Red Balloon again is prospective only — the screening of the instructional principal was already complete, and the resulting hire cannot be retroactively untainted by a change in vendor policy.

### Directive Remedies for SVCS/WCA

3. Vendor Prohibition. Direct that, as a condition of operating under ORS 338, SVCS/WCA shall prohibit the use of vendors whose stated mission is to work around civil-rights and DEI frameworks or to filter applicants based on ideological alignment.

This prohibition should be understood as structural, not viewpoint-based. The issue is not whether SVCS/WCA's board members personally agree or disagree with DEI practices — it is whether a publicly funded charter school may outsource its hiring to a company whose core business model is designed to evade the federal employment protections that apply to all public-school employers. The answer under Title VII, ORS 659.850, and Contract §5.D is no.

4. Vendor Vetting Policy. Direct SVCS/WCA to adopt board-approved policies governing the selection and vetting of hiring vendors, including explicit screening for nondiscrimination compliance.

At present, SVCS/WCA has no documented policy for evaluating whether a third-party screening vendor's practices are consistent with the civil-rights obligations of a public charter school. The Red Balloon engagement demonstrates that without such a policy, vendor selection defaults to the SVCS board's ideological preferences rather than legal compliance. A vetting policy should, at minimum, require that any prospective screening vendor's published materials, training protocols, and screening criteria be reviewed for consistency with Title VII, ORS 659.850, and the Charter Contract's nondiscrimination clauses before engagement.

5. Review of Red Balloon–Screened Hiring Decisions. Direct SVCS/WCA to review hiring decisions in which Red Balloon participated — including the principal hire — and report to the District and ODE on steps taken to ensure compliance with civil-rights law.

This remedy is necessary because SVCS's prospective-only concession leaves the completed screening unexamined. The principal selection shapes the entire trajectory of the school's first year — this is the person who will hire teachers, implement discipline policies, set the tone for LGBTQ inclusion, and serve as the face of the school to families and the community. If Red Balloon's screening incorporated ideological or viewpoint-based filters that functioned as proxies for discrimination on the basis of sexual orientation, gender identity, or other protected characteristics, the District and ODE need to know.

## Expectations for the District as Sponsor

6. Sponsor Oversight of Vendor Relationships. Direct the District to adopt clear oversight procedures for reviewing charter-school vendor relationships where civil-rights risks are implicated, and to report to ODE any future instance in which a sponsored charter engages vendors that market themselves as anti-DEI or as circumventing EEOC protections.

The Red Balloon episode exposed a gap in the District's oversight framework: a vendor with documented civil-rights risks was engaged for the charter's most consequential hire, in executive session, without the sponsoring district's knowledge, and was not discovered until months later when a rejected candidate reported the issue to the superintendent. ORS 338.095(1) imposes an affirmative duty on the sponsor to "exercise oversight over the public charter schools it sponsors" — this duty necessarily extends to ensuring that the charter's hiring infrastructure complies with applicable law. The District cannot fulfill this duty if it has no mechanism for learning about, reviewing, or intervening in vendor selections that implicate protected-class employment rights.

## Investigative Request

7. ODE Investigation of Screening Methodology. Complainant respectfully requests that ODE exercise its investigative authority — including, if necessary, the subpoena power provided by ORS 327.109(7) for overlapping religious-activity issues, and its general investigative authority under OAR Chapter 581, Division 26 — to obtain from SVCS/WCA and from Red Balloon the following:

- (a) All screening questions used by Red Balloon in prescreening candidates for SVCS/WCA administrative positions
- (b) Red Balloon's training materials, scripts, and protocols provided to its screeners
- (c) The scores, ratings, or other evaluative data produced by Red Balloon for each candidate screened

- (d) Any communications between SVCS/WCA board members and Red Balloon regarding the design of screening criteria
- (e) The identity of all candidates screened through Red Balloon and their disposition (advanced, declined, or withdrawn)

This information is necessary to determine whether the screening process incorporated ideological or viewpoint-based filters that functioned as proxies for discrimination on the basis of sexual orientation, gender identity, or other protected characteristics. Dr. Divine's firsthand account of Red Balloon's anti-EEOC training, corroborated by the company's own published Employee Bill of Rights, provides probable cause to investigate the screening methodology itself – not merely the company's public marketing.

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## **CLAIM III: DISTRICT OVERSIGHT FAILURES—HILLSDALE, TRANSPARENCY, CURRICULUM, STUDENT SERVICES, AND STAFF PROTECTION**

ORS 338 imposes multiple, overlapping oversight duties on Siuslaw School District 97J as sponsor. ORS 338.095(1) requires that the financial management system of a public charter school be compatible with the sponsor's budget and accounting system and comply with the uniform system adopted by the State Board of Education. ORS 338.095(2) requires that a charter school "report to the sponsor and the Department of Education at least annually on the performance of the school and its students" and "disclose in its report information necessary to make a determination of compliance with the requirements of this chapter." Critically, ORS 338.095(2) also requires that "[t]he sponsor or the sponsor's designee at least annually shall visit the public charter school site and review the public charter school's compliance with the terms and provisions of the charter."

ORS 338.105(1)(a)–(e) further provides that a sponsor may terminate a charter for, among other reasons, "[f]ailure to meet the requirements of the charter" or "[v]iolation of any provision of law from which the public charter school was not exempted." The Charter School Contract incorporates these duties and adds specific compliance-monitoring obligations, including quarterly reporting (§ 7.A–B), annual auditing (§ 8.C), and the § 9.C non-affiliation requirement with its express revocation trigger (Exhibit A). The cumulative effect of these provisions is that the District has an

affirmative, non-delegable duty to monitor SVCS/WCA's compliance with its charter and applicable law—and to act when noncompliance is identified. Over a multi-year period, the District has received repeated, formal notice of serious compliance risks yet has not promptly investigated, corrected, or reported them as required.

It is important to note that the District is not monolithic in its posture. Superintendent Grzeskowiak and directors Sneddon, Miltenberger, and others have actively pushed back against SVCS/WCA noncompliance at multiple junctures. The oversight failure documented here is a *board-level* failure: the board majority has repeatedly declined to act on the superintendent's and counsel's recommendations, effectively overriding the compliance mechanisms that were functioning at the staff level. This split strengthens, rather than weakens, the oversight-failure claim—the District had internal advocates for compliance who were ignored or overruled by a board majority, and the compliance warnings are therefore thoroughly documented in the record.

### **III.A. Failure to Act on Hillsdale Red Flags and Litigation Posture**

By January 10, 2024, the District had identified Hillsdale affiliation as a legal defect under ORS 338. District counsel walked the board through the statutory framework, explained that "affiliate" carries its plain-language meaning of "association," rejected Hillsdale's control-only definition drawn from unrelated statutes, and warned of constitutional risk and potential federal-funding revocation (Exhibit G, pp. 17–22, Meeting 3, Quotes 1.1–5.2). Counsel stated unequivocally: "The district cannot shirk its responsibilities. It has to do its own review and application of 338" (Exhibit G, p. 22, Meeting 3, Quote 5.2). Counsel further characterized SVCS's posture as an affirmative refusal to comply with the board's prior directive: "We're in a position where a group has affirmatively refused to correct something that you directed them to correct and that's very problematic" (Exhibit G, p. 18, Meeting 3, Quote 1.4).

The board directed SVCS to sever affiliation and formally rescind the Hillsdale letter — with the board, superintendent, and counsel converging on a concrete remedy requiring SVCS to disavow the October 17, 2022 Hillsdale letter of intent, rescind its consideration to become a Hillsdale member school, revise its website, and provide written assurances of non-affiliation (Exhibit G, pp. 24–25, Meeting 3, Quotes 8.1–8.3). Instead of complying, SVCS refused and escalated:

Ethics complaint against counsel. At the February 7, 2024 meeting, SVCS President King called counsel's presentation "a very blatant biased presentation unbecoming to any attorney," demanded he "correct in writing his misinformation and send his corrections to the press," and announced: "We have filed an ethics violation against Mr. Cohn-Lee. If Mr. Cohn-Lee wishes to withdraw or amend what he said, we definitely will

withdraw our ethics violation complaint" (Exhibit G, pp. 27–28, Meeting 4, Quotes 1.1–1.3).

KL complaints against teachers. At the same meeting, King announced that SVCS was filing complaints under Board Policy KL against district teachers who had warned students that the charter might impact district funding: "I do know that there's been a complaint filed and it's regarding your KL policy and we will also be filing a complaint to make sure that doesn't happen again" (Exhibit G, pp. 32–33, Meeting 4, Quote 5.1).

Litigation signaling. King cited former legislator Mannix and Representative Wright as witnesses who would testify that "affiliate" means only "control" and openly discussed positioning Whitmore as a U.S. Supreme Court test case (Exhibit G, pp. 29–30, Meeting 4, Quotes 2.2–2.5).

At the February 14, 2024 board meeting, the superintendent stated on the record that the Hillsdale letter of intent had been withheld from the board during the application process: "We approved an application in good faith after providing technical assistance to get an application that was viable, and then afterwards the one key piece that was never provided — and predated all the applications — was this letter of intent with Hillsdale. They knew that it was going to be an issue and they withheld it. We could have solved this matter last May and this was withheld. The board could not make an informed decision" (Exhibit G, p. 38, Meeting 5, Quote 4.1). He further warned: "Instead of actually dealing with that issue, we're debating about words about affiliation and not the fact that the application was submitted improperly with information withheld" (Exhibit G, p. 39, Meeting 5, Quote 4.2), and: "If you go back and amend their application to include the Hillsdale portion of the letter of intent in that contract, you will now have violated ORS 338" (Exhibit G, p. 39, Meeting 5, Quote 4.3). Two motions to deny the charter and refer SVCS to ODE failed; the board ultimately passed a motion to proceed only with "a contract that meets and complies wholly with Oregon revised statutes" (Exhibit G, pp. 42–43, Meeting 5, Quotes 7.1–7.6).

SVCS responded to the board's directive by providing a written disavowal of member school status — confirming it would not pursue the higher tier of Hillsdale affiliation (Exhibit G, p. 100, Meeting 11, Quote 8.2). The District accepted this partial concession and proceeded to contract. However, SVCS retained its Hillsdale Curriculum School designation, curriculum license, and website listing throughout — the very relationship that Hillsdale's own representative later characterized as an "affiliation" and described as inseparable from the license agreement (Exhibit G, p. 101, Meeting 11, Quote 8.3). The Charter School Contract was signed in September 2024 while SVCS remained listed as a Hillsdale Curriculum School, and no written finding was ever made that the Curriculum School relationship complied with § 9.C or ORS 338.035(8). The board's

February 14, 2024 compliance standard — "meets and complies wholly with Oregon revised statutes" — was satisfied only as to member school status, not as to the broader affiliation that persists to this day.

Despite this record, the District continued to work toward contract terms while the Hillsdale relationship remained in place. At the October 29, 2025 joint work session, SVCS's COO confirmed that "the only curriculum license is a Hillsdale license which only allows us to have access to their scope and sequence" and that "if we are not listed as a curriculum school we won't have the license for that scope and sequence" (Exhibit G, pp. 72–73, Meeting 9, Quotes 4.1, 4.3). At the February 17, 2026 joint work session, SVCS publicly reaffirmed: "We are a Hillsdale curriculum school. So we have access to their scope and sequence and their library" (Exhibit G, p. 102, Meeting 11, Quote 8.4), and Hillsdale's own representative Jean Judge described the relationship as an "affiliation" and warned that removing the website listing would "likely need to terminate the curriculum agreement" (Exhibit G, p. 102, Meeting 11, Quote 8.3). The District has not required termination of the Hillsdale relationship, has not made written findings that continued affiliation satisfies § 9.C, and has not reported the matter to ODE.

### **III.B. Failure to Enforce Transparency and Curriculum Compliance**

III.B.1. Meeting Recordings and Public Access. The Contract requires SVCS/WCA to follow Oregon public meetings law and, where it lacks its own policies, to follow district policy. At an October 2024 joint work session, both boards agreed SVCS would record its meetings; the superintendent subsequently confirmed: "what we had clarified in the meeting is that recordings would occur just like they do here in the district" (Exhibit G, pp. 70–71, Meeting 9, Quote 3.2, referencing the October 16, 2024 agreement established at Meeting 8, pp. 54–67). Nevertheless, at the October 29, 2025 joint work session, SVCS openly stated "there are no recordings" and claimed Senate Bills 1502 and 1109 "do not require charter schools to record their meetings" (Exhibit G, p. 70, Meeting 9, Quote 3.1). SVCS's board chair disputed the recording expectation on the spot: "the contract says follow public meeting law and we're doing that.... Well you know it doesn't [require recording] and I know it" (Exhibit G, p. 71, Meeting 9, Quote 3.4). Director Posegate identified the controlling contract provision: "Page 16. Accountability.... If it doesn't have a policy of its own already in place, use the district's policy for the duration.... And we do have to record our meetings" (Exhibit G, p. 71, Meeting 9, Quote 3.5). The superintendent confirmed: "that was the interpretation we came up with in October of '24.... It's not because it's in the law. It's because it's in the contract with the policy that the district follows" (Exhibit G, pp. 71–72, Meeting 9, Quote 3.6).

Additionally, SVCS was found to have committed procedural violations at its October 2, 2024 meeting: the executive session reason was not stated in the publicly posted agenda, and the meeting time was changed from 2:00 PM to 1:30 PM so the meeting concluded before the originally posted start time — meaning any member of the public who arrived at 2:00 would have missed the meeting entirely (Exhibit G, pp. 62–63, Meeting 8, Quote 6.1). The superintendent issued a notice of grievance and clarified: "It wasn't an emergency.... The reason for executive session has to be made known to the public prior to the posting" (Exhibit G, p. 63, Meeting 8, Quotes 6.2–6.3).

### III.B.2. Curriculum Compliance — SB 13, Division 22, and Minimization of Complaints.

On February 10, 2026, Complainant Emma Muehle submitted a detailed written request to the superintendent and board raising ten categories of questions about SVCS/WCA's alignment with SB 13, Oregon's 2024 social science standards, and Division 22. These included:

- How the district independently verified K–3 social studies and history content against Oregon standards, rather than relying on vendor-produced crosswalks alone;
- The role of tribal partners (CTCLUSI and Grand Ronde) in reviewing proposed curriculum integration;
- Whether tribally authored materials would be taught as mandatory core instruction rather than optional supplementation;
- Cross-disciplinary alignment of history/civics content taught inside CKLA English Language Arts units;
- Monitoring, accountability, and remedies for non-compliance.

On February 10, 2026, Carlin Washburn also filed a complaint directly with ODE alleging religious entanglement, which ODE accepted as Case No. 2026-11 on February 17, 2026. ODE's Notice of Acceptance invoked ORS 327.109, which mandates a preliminary investigation when a complaint is "on its face colorable" that a charter school "sponsors, financially supports, or is actively involved with religious activity," and provides for immediate withholding of all funds if a substantial basis is found.

On February 26, 2026, Director Tamara Cole sent an email to the full District board — copying SVCS/WCA's executive director — that minimized these concerns:

"Adrian, if you had so many concerns about the Charter School, why not contact them and ask them directly. They have been very upfront and open about everything and very welcome to questions. It seems you have kind of stirred the pot.... Andy, based on the concerns from Mrs. Muehle, it is clear that she is wanting our board to respond. Are we going to take our time to respond to all of her concerns?"

— Exhibit J.

Cole also stated: "We do not have a say as a board over the Charter School curriculum" and "We have already voted and gave the Charter school a GO, but it seems some on our board are dragging their feet and honestly, in my opinion, are just trying to slow down the process so they can't open in time."

That afternoon, Superintendent Grzeskowiak replied to Director Cole, copying the full board, to correct these characterizations. He documented the history of withheld information and the Red Balloon issue, and stated:

"Mrs. Muehle's issues were presented to the board of directors twice and no action has been taken.... If the elected officials of the Siuslaw School Board choose to set aside these complaints or not address them, that would demonstrate that due diligence was not performed and the allegations of complicity would have merit."

— Exhibit J.

The superintendent explicitly rejected Cole's claim that the board has no say over charter curriculum: "The Siuslaw School District Board of Directors is ultimately responsible for the charter school operations and board members cannot absolve themselves from their legal obligations as elected officials with a simplistic response of 'we don't have a say over the charter school curriculum.' To knowingly allow the charter school to fail to implement all curriculum standards would constitute negligence by the board." He cited the Contract's non-exemption provisions, including ORS 329.045 (academic content standards and instruction), ORS 329.496 (physical education), ORS 329.485(2) (statewide assessment), and ORS 337.150 (textbooks).

He forwarded this exchange to Muehle, stating: "I will be organizing an independent review of the charter school curriculum."

On February 27, 2026, SVCS/WCA Executive Director Jennifer Waggoner sent a memo titled "Washburn and Muehle Complaints" to the District board. In it, SVCS/WCA invoked its own internal complaint procedures, asserted compliance based on a private third-party educator's review of its crosswalks, and reframed Muehle's concerns as objections to classical education generally rather than engaging the specific SB 13 and tribal-consultation questions. Notably, the memo stated that Muehle and Washburn "did not submit their comments pursuant to WCA's public review process" and cited Policy LBE-AR 9 to argue that the charter school board must reach "a final decision first" before District involvement.

SVCS/WCA's assertion that it hired a third-party educator to privately review its own crosswalks does not satisfy the District's independent duty as sponsor to verify compliance with SB 13, Division 22, and tribal-consultation requirements. A charter school cannot self-certify compliance through its own retained consultant and then use

that self-certification to deflect independent sponsor review — that would render the sponsor's oversight function a nullity. Moreover, the specific questions raised in the February 10 request — tribal partner consultation, mandatory vs. supplemental integration of tribally authored materials, cross-disciplinary alignment of history content taught inside ELA units — require subject-matter expertise and tribal engagement that cannot be supplied by a single unnamed educator reviewing crosswalk documents.

SVCS/WCA's reading of the Division 22 clause is itself significant. At the February 17, 2026 joint work session, when the contract's curriculum-compliance language was read aloud — "All class content curriculum will satisfy the Division 22 requirements for that topical area or include supplemental materials" — SVCS's executive director stated: "When I saw 'all class content curriculum will satisfy the Division 22 requirements' I thought that was showing the crosswalks where all those Division 22 requirements were met. That's how I would have read that" (Exhibit G, p. 91, Meeting 11, Quote 1.6). This interpretation — that crosswalk documents alone satisfy the contract's substantive compliance requirement — has not been accepted by the District and is inconsistent with the superintendent's position that independent review is required.

On March 4, 2026, Superintendent Grzeskowiak confirmed to Muehle that "there has been no clear direction from the board about the curriculum review as of yet, other than Director Cole stating that there should not be any review of the curriculum." He stated that he would announce convening a review committee under the District's Reconsideration of Core Instructional Materials policy (IIA-AR2). He further observed:

"The curriculum appears to be devoid of balanced perspectives.... Only presenting one perspective, especially to younger students, may create the incorrect perception that there is only one perspective. The curriculum scope does not match what was proposed and approved during the application and contract process. One curriculum framework was proposed, but a very limited version looks like it would be implemented."  
— Exhibit L.

The superintendent also noted: "Besides the items that I have seen that are simply inaccurate, the curriculum appears to be devoid of balanced perspectives in the examples that are used as references to the curriculum topics. To be socially or politically neutral, examples from multiple perspectives should be represented." He further stated: "The District has a duty to see that the implemented curriculum meets all standards, including social and/or political neutrality."

This observation — that the actual curriculum scope "does not match what was proposed and approved" — mirrors the affiliation pattern documented in Claim I: one thing was presented during the application process, and a different thing materialized

afterward. The bait-and-switch pattern is consistent across both the institutional affiliation and the curriculum domains.

Despite the superintendent's repeated statements, the District has not, to Complainant's knowledge, conducted an independent review, consulted tribal partners, required grade-by-grade tribal-curriculum maps, adopted written monitoring protocols, or provided written answers to the ten categories of questions raised on February 10.

Complainant acknowledges that the school has not yet opened and that a public curriculum review period was underway at the time of filing. This complaint is not premature for four independent reasons. First, ORS 338.035(8) and Contract § 9.C impose structural requirements — non-affiliation with a religious institution — that must be satisfied before the school opens, not verified afterward. Second, the Contract specifies that "WCA curriculum must be in compliance with law and reviewed prior to the opening of school, no later than June of 2025" (Contract § 5.B) — a deadline that has already passed without a completed independent review. Third, the superintendent has confirmed that "the curriculum scope does not match what was proposed and approved during the application and contract process" and that the curriculum "appears to be devoid of balanced perspectives" (Exhibit L) — these are present-tense observations about existing documents, not predictions about future instruction. Fourth, the purpose of ODE oversight is to prevent harm to students, not to document harm after it has occurred. Waiting until noncompliant instruction has been delivered to students before investigating whether the curriculum complies with SB 13, Division 22, and tribal-consultation requirements would defeat the purpose of pre-opening review obligations that the Contract itself imposes.

III.B.3. Communications and Transparency in Practice. SVCS/WCA leadership has repeatedly communicated directly with individual directors, used multi-email bursts, and texted building-level staff instead of working through the superintendent. At the October 16, 2024 work session, the board and SVCS agreed on four protocols: (1) SVCS would CC all its own board members on any email to the superintendent; (2) a single designated contact would handle communications; (3) the superintendent could decline non-technical-assistance requests; and (4) a district board member would be present at in-person meetings (Exhibit G, pp. 58–59, Meeting 8, Quotes 3.1–3.3). These protocols were not followed. At the October 29, 2025 joint work session, Vice Chair Miltenberger noted that on "the very first and second day of school.... I think there were like something like 12 or 14 different emails from the charter school" (Exhibit G, p. 69, Meeting 9, Quote 2.1). The superintendent then read into the record a text-message exchange in which SVCS's executive director texted a high school secretary asking for elementary enrollment data; when the secretary appropriately referred her to the district office, the executive director responded: "Sounds good. I presume you've all been warned not to talk to us.... I'm now going to the other schools around the state

because they are helpful and want kids to be successful" (Exhibit G, pp. 69–70, Meeting 9, Quotes 2.2–2.3). The superintendent denied any gag order and explained the referral was standard protocol: "There's been no directive given to staff by me or any administrator not to talk to anybody. They know from watching the board meetings that communications are supposed to come to me" (Exhibit G, p. 70, Meeting 9, Quote 2.4).

### **III.C. Failure to Ensure Lawful Student Services and Protect Staff and Counsel**

III.C.1. Transportation and Special Education. ORS 338.145 provides that a public charter school "shall be responsible for providing transportation to enrolled students." Transportation capacity was first flagged as "a foreseeable issue" at the September 11, 2024 contract ratification, when the superintendent stated that two elementary bus routes were already at capacity, that SVCS's final school location remained unknown, and that adding an individual route would cost approximately \$40,000 per year (Exhibit G, pp. 45–46, Meeting 6, Quotes 3.1–3.3). At the October 29, 2025 joint work session, the superintendent explained that adding a Whitmore stop would add approximately 1.2 miles and 15–20 minutes to every bus route, that "patron exemption doesn't really apply when the district is extending routes for a new school," and that under Oregon law "'shall' is mandatory, not optional" (Exhibit G, Meeting 9, pp. 68–83). SVCS/WCA responded that they would "cross that bridge" after enrollment lotteries, suggesting transportation would be improvised rather than grounded in a legally vetted plan. The District has not required SVCS/WCA to produce a transportation plan that satisfies ORS 338.145's mandatory obligation, nor made findings as to whether the current arrangement complies with the Contract's transportation provisions.

The Contract caps special-education reimbursement at a "maximum of 11% reimbursement rate for Special Education weighting." The SPED addendum was not formally approved until February 11, 2026 — less than five months before the school's projected opening (Exhibit A; Exhibit G, pp. 84–88, Meeting 10).

III.C.2. Attacks on Teachers and District Counsel: Chilling of Oversight. As documented in § III.A, SVCS used a single February 7, 2024 board meeting to simultaneously: (1) attack counsel; (2) file an ethics complaint conditioned on counsel withdrawing his advice; (3) reject the board's January 10 directive; (4) signal litigation including a potential Supreme Court test case; and (5) file KL complaints against teachers (Exhibit G, pp. 27–33, Meeting 4). The District did not adopt protective measures — e.g., board resolutions affirming counsel's role, nonretaliation assurances for staff — in response.

A community member at the February 14, 2024 meeting warned: "The fact that the proposers have since responded with an injunction against our district lawyer raises huge red flags" (Exhibit G, pp. 35–36, Meeting 5, Quote 1.1). Another community

member at that same meeting stated: "Our school board invested \$40,000 of taxpayer money for OSBA consulting.... I suggest you get those \$40,000 worth of advice from your attorneys before you approve a contract" (Exhibit G, pp. 35–36, Meeting 5, Quote 1.2). This pattern — attacking counsel personally, filing retaliatory complaints against teachers, and signaling litigation — creates a chilling effect that directly undermines the District's capacity to obtain independent legal advice and candid staff input about charter compliance.

The superintendent's February 26, 2026 email further documented this dynamic, noting that some community members "have stated that they do not want to go to the charter school office to review the curriculum as they are afraid that they will be coerced or intimidated during an attempt to review the curriculum. Some of these citizens have stated that their fear of intimidation or reprisal is based upon their observation of my treatment during board meetings or work sessions, as well as statements made in the media" (Exhibit J). He also cited Oregon whistleblower laws under ORS 659A.199 to frame the protection context.

This chilling effect is not merely theoretical. The board record shows a measurable shift in the District's posture after the February 7, 2024 escalation: the board had directed SVCS to sever Hillsdale affiliation on January 10 (Exhibit G, pp. 24–25, Meeting 3, Quotes 8.1–8.3), but after SVCS attacked counsel, filed ethics and KL complaints, and signaled litigation, the board did not enforce its own directive. Instead, two motions to deny the charter failed, and the board authorized contract development while the Hillsdale relationship remained unresolved (Exhibit G, pp. 42–43, Meeting 5, Quotes 7.1–7.6). The District's inability or unwillingness to enforce its own compliance directives after receiving retaliatory pushback is itself evidence that the chilling effect achieved its intended purpose.

### **III.D. Requested Findings and Directive Remedies**

1. Finding on Sponsor Notice and Failure to Act on Hillsdale Red Flags. Find that the District, through its board and superintendent, received actual notice that SVCS/WCA had a formal Hillsdale curriculum license and Curriculum School status that persisted before and after charter approval; that the District's own counsel advised this constitutes affiliation under ORS 338.035(8); and that SVCS refused to comply with the board's directive to sever the relationship (Exhibit G, pp. 17–25, Meeting 3). Find that the District received further confirmation at the October 29, 2025 joint work session, where SVCS's COO stated that the license and website listing are interdependent — "if we are not listed as a curriculum school we won't have the license for that scope and sequence" (Exhibit G, pp. 72–73, Meeting 9, Quote 4.3) — and at the February 17, 2026 joint work session, where SVCS publicly reaffirmed "We are a Hillsdale curriculum school" and Hillsdale's own representative characterized the relationship as an

"affiliation" (Exhibit G, p. 102, Meeting 11, Quotes 8.3–8.4). Find that the District has not required termination of the relationship, has not made written findings that continued Hillsdale involvement complies with § 9.C, and has not reported the matter to ODE.

2. Finding on Board-Level Dysfunction. Find that the oversight failure is a board-level failure: the superintendent and individual directors repeatedly raised compliance concerns and recommended corrective action, but the board majority declined to act, with at least one director (Cole) actively opposing any curriculum review and characterizing oversight efforts as obstruction of the charter school's opening (Exhibit J). The District's internal compliance mechanisms were functioning at the staff level but were overridden at the governance level.

3. Finding on Interference with Legal Counsel and Chilling of Staff Speech. Find that SVCS/WCA's public attacks on District counsel, its filing of an ethics complaint conditioned on counsel withdrawing his legal analysis, and its use of KL-policy complaints against district teachers constitute interference with the District's oversight duties and create a hostile environment for independent legal review and staff reporting (Exhibit G, pp. 27–33, Meeting 4). Find that this interference had a measurable effect on the District's posture: the board directed SVCS to sever Hillsdale affiliation on January 10, 2024 (Exhibit G, pp. 24–25, Meeting 3, Quotes 8.1–8.3), but after the February 7 retaliatory escalation, two motions to deny the charter failed and the board proceeded to contract development without enforcing its own directive (Exhibit G, pp. 42–43, Meeting 5, Quotes 7.1–7.6). Find further that the superintendent's February 26, 2026 email documented that community members stated they were afraid to review curriculum materials at the charter school office due to fear of "coercion or intimidation" based on their observation of the superintendent's treatment during board meetings and statements made in the media (Exhibit J).

4. Finding on Curriculum Notice and Due-Diligence Warning. Find that the District received actual notice of specific curriculum-compliance concerns through (a) the February 10, 2026 written complaint by Emma Muehle (Exhibit H) and (b) prior complaints by teacher Carlin Washburn (Exhibit I). Find that the superintendent's February 26, 2026 email characterized these as board-level matters, confirmed they had been presented twice with no action, and warned that failure to act would mean "due diligence was not performed" and "the allegations of complicity would have merit" (Exhibit J). Find further that the superintendent confirmed on March 4, 2026 that "the curriculum scope does not match what was proposed and approved during the application and contract process" and that the curriculum "appears to be devoid of balanced perspectives" (Exhibit L) – observations that constitute independent superintendent-level corroboration of the complainants' concerns.

5. Finding on Minimization and Failure to Respond. Find that Director Cole's February 26, 2026 email minimized these concerns by suggesting they could have been resolved by contacting the charter school directly, stated "We do not have a say as a board over the Charter School curriculum," and questioned whether the board should "take our time to respond to all of her concerns" (Exhibit J). Find that the superintendent directly rejected this characterization, stating that "board members cannot absolve themselves from their legal obligations as elected officials with a simplistic response of 'we don't have a say over the charter school curriculum'" and that "[t]o knowingly allow the charter school to fail to implement all curriculum standards would constitute negligence by the board" (Exhibit J). Find that the board has not directed or completed an independent curriculum review, has not consulted with tribal partners, and has not provided written responses to the ten categories of questions in the February 10 complaint.

6. Finding on Inadequacy of Charter Self-Review. Find that SVCS/WCA's assertion that it hired a third-party educator to review its own crosswalks does not satisfy the District's independent duty as sponsor to verify compliance with SB 13, Division 22, and tribal-consultation requirements (Exhibit K). Find further that SVCS/WCA's own interpretation of the contract's Division 22 clause — that producing crosswalk documents alone satisfies the substantive compliance requirement (Exhibit G, p. 91, Meeting 11, Quote 1.6) — has not been accepted by the District and is inconsistent with the superintendent's position that independent review is required.

7. Directive Remedies — Curriculum Oversight. Direct the District to:

(a) Conduct an independent review of SVCS/WCA's K–3 and broader K–12 curriculum for alignment with SB 13, Oregon's 2024 social science standards, and Division 22, including specific evaluation of how tribal history is integrated as core instruction;

(b) Consult with CTCLUSI, Grand Ronde, and ODE's Native American/Alaska Native Education team regarding SVCS/WCA's curriculum;

(c) Require SVCS/WCA to produce a grade-by-grade map of mandatory tribal lessons and identify which CKHG and CKLA modules addressing Indigenous peoples, colonization, westward expansion, and related topics have been reviewed and revised for SB 13 alignment;

(d) Adopt written monitoring protocols for verifying implementation in practice, including classroom observations, student-work reviews, and annual reporting to tribal partners;

(e) Provide written responses to the ten categories of questions in the February 10 complaint, making those responses publicly available as part of the curriculum adoption record.

8. Directive Remedies — Protection of Staff and Counsel. Direct that SVCS/WCA must: (a) cease all efforts to sanction, discredit, or demand corrections from District legal counsel for providing advice consistent with ORS 338; and (b) refrain from using complaint mechanisms to retaliate against district staff who raise compliance concerns. Direct the District board to adopt a written nonretaliation policy protecting staff who bring charter-related concerns to the District or ODE (Exhibit G, pp. 27–33, Meeting 4).

9. Directive Remedies — Transparency. Direct SVCS/WCA to immediately begin recording all board meetings and archiving recordings consistent with district policy, as required by the Contract's accountability provisions and as agreed at the October 16, 2024 work session (Exhibit G, pp. 54–67, Meeting 8), and to correct all identified public-meetings-law deficiencies, including the executive-session notice and agenda-time violations documented in the superintendent's notice of grievance (Exhibit G, pp. 62–63, Meeting 8, Quotes 6.1–6.3; Exhibit G, pp. 70–72, Meeting 9, Quotes 3.1–3.6).

10. Directive Remedies — Specific Statutory Compliance. Direct the District, pursuant to its duties under ORS 338.095(2) and ORS 338.115(1), to:

(a) Require SVCS/WCA to present a legally compliant transportation plan under ORS 338.145 prior to the first day of instruction, not deferred until after enrollment lotteries — noting that transportation was first flagged as "a foreseeable issue" at the September 11, 2024 contract ratification (Exhibit G, pp. 45–46, Meeting 6, Quotes 3.1–3.3) and remained unresolved as of October 29, 2025 (Exhibit G, Meeting 9);

(b) Verify that the SPED addendum approved on February 11, 2026 is operational and adequately funded before the school opens (Exhibit A; Exhibit G, pp. 84–88, Meeting 10);

(c) Report to ODE on the status of each corrective action within 60 days of ODE's directive.

## **EXHIBIT LIST**

Note on Exhibit G. Exhibit G is a compiled evidence log containing transcribed quotes with timestamps from ten publicly recorded Siuslaw School District 97J board meetings spanning May 2023 through February 2026. Page references throughout this complaint

correspond to the compiled document as attached. Where quotes are attributed to specific meetings, the Meeting number (e.g., "Meeting 5") and Quote number (e.g., "Quote 3.1") refer to the internal numbering system within the compiled document. All quoted language was transcribed from publicly available audio/video recordings of District board meetings, and the original recordings remain available for verification through the District.

<b>Exhibit</b>	<b>Description</b>
A	SVCS Charter School Contract (2025–2030), signed 9/11/2024, revised 11/20/2024
B	Hillsdale College Mission Statement
C	Hillsdale College K–12 "Our Support to Schools" webpage (Member Schools, Candidate Schools, Curriculum Schools)
D	February 25, 2026, letter from Whitmore's counsel (Jordan Ramis PC) to ODE re: Case No. 2026-11
E	February 17, 2026, ODE Notice of Acceptance, Case No. 2026-11
F	Red Balloon "Employee Bill of Rights and Responsibilities"
G	Board-Meeting Evidence Log—transcribed quotes with timestamps from 10 publicly recorded Siuslaw SD 97J board meetings (May 2023–February 2026)

H	February 10, 2026, Emma Muehle request for independent curriculum review (10 categories of questions)
I	February 10, 2026, Carlin Washburn complaint to ODE
J	February 26, 2026, Superintendent Grzeskowiak / Director Cole email exchange (forwarded to Muehle)
K	February 27, 2026, SVCS/WCA "Response to Muehle and Washburn Emails to SSD"
L	March 4, 2026, Superintendent Grzeskowiak email to Muehle re: March 9 work session and curriculum review
M	Society for Classical Learning "Find a Christian School Near Me" school-finder page showing Whitmore Classical Academy listing (captured March 2026)

Respectfully submitted,

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March 5, 2026