



GENTNER DRUMMOND  
ATTORNEY GENERAL

July 11, 2024

Via Interagency Mail and Email

Statewide Charter School Board  
M.C. Connors Building  
2501 N. Lincoln Blvd., Ste. 301  
Oklahoma City, OK 73105  
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Director Wilkinson and Board Members,

Effective immediately, my office will serve as counsel to the Statewide Charter School Board (“SCSB” or “Board”) consistent with title 74, section 20i.

Title 74, section 20i requires the Attorney General to serve as counsel to all state agencies, boards, and commissions unless the agency possesses legal authority to employ an attorney or, if the Attorney General is unable to represent the agency, board, or commission, contract with a private attorney.

At the Board’s inaugural meeting, my office observed that counsel for the Board’s predecessor, the Statewide Virtual Charter School Board (“SVCSB”), attended, provided counsel, and joined board members in executive session. Despite informing you, Dr. Wilkinson, on June 28, 2024, that Mr. Carsey’s representation of the Board was denied, Mr. Carsey was invited to serve as counsel *without* the Board’s approval. Giving you the benefit of the doubt, my office will not oppose the SCSB paying for Mr. Carsey’s legal services regarding the Monday, July 8, 2024, meeting.

Of greater importance, you must know and accept that no state agency, board, or commission may willfully ignore an order from Oklahoma’s highest court. Under Mr. Carsey’s counsel, the SCSB and SVCSB have twice failed to rescind the contract as *unequivocally* ordered by the Oklahoma Supreme Court. In the first instance, it appeared as though Mr. Carsey did not understand the SVCSB needed three (3) votes to rescind the contract. *See* 70 O.S.2021, § 3-145.2(B) (repealed as of Jul. 1, 2024). Two of three board members voted to rescind the contract, while another abstained. In the second instance, Mr. Carsey again failed to counsel the SCSB about its obligations under the Supreme Court’s *writ of mandamus*. *Drummond v. Okla. Statewide Virtual Charter Sch. Bd., et al.*, 2024 OK 53, ¶ 45. Title 70, section 3-102.1(I)(1) of the Oklahoma Statutes transferred the SVCSB’s obligations to the SCSB. Rather than abiding by the Supreme Court’s order, the Board has disregarded its duties by deferring to the Intervenor’s litigation whims. Accordingly, and immediately, the SCSB must obey the Court’s *writ of mandamus* and

rescind the St. Isidore contract by (1) calling a special meeting or (2) moving the next regularly scheduled board meeting to no later than the last day of this month as permitted by section 311(A)(8) of the Open Meeting Act.

My office and I are ready and able to represent the Board, and we will do so. Coordinate with my General Counsel, Rob Johnson, to negotiate and finalize a legal services contract between my office and the Board. Mr. Johnson can be contacted by email at [rob.johnson@oag.ok.gov](mailto:rob.johnson@oag.ok.gov) or by phone at (405) 521-3921.



GENTNER DRUMMOND  
*Oklahoma Attorney General*

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