

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WISCONSIN

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JORDAN CERNEK

Plaintiff,

v.

Case No. 24-CV-

ARGYLE SCHOOL DISTRICT,

Jury Trial Demanded

Defendant.

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**COMPLAINT**

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Plaintiff Jordan Cernek, by his undersigned attorneys at the Wisconsin Institute for Law & Liberty, hereby alleges as follows:

**INTRODUCTION**

1. This suit seeks to protect one of the core liberties our nation and state were founded upon: religious freedom.

2. Between August of 2021 and August of 2023, Plaintiff Jordan Cernek was a middle and high school English and Language Arts teacher in the Argyle School District.

3. At an in-service meeting in August of 2022, the Argyle School District (the "District") announced a policy that would require staff members to use the preferred names and pronouns of transgender students. Mr. Cernek attended this meeting and voiced his objection to the policy based on his sincerely held religious beliefs.

4. Shortly after the start of the 2022–23 school year, two transgender students in two of Mr. Cernek’s classes requested that staff refer to them using their preferred names.

5. Upon learning of these requests, Mr. Cernek informed the District Administrator, Mr. Mike Beranek, of his religious objection to referring to these students by their preferred names. At that time, Mr. Beranek and Mr. Cernek agreed that, as a religious accommodation, Mr. Cernek would not refer to students by name.

6. Approximately two months later, the District rescinded this accommodation and demanded that Mr. Cernek use the preferred names of transgender students in violation of his sincerely held religious beliefs.

7. The District also told Mr. Cernek that if he did not comply with this requirement, he would face consequences up to and including termination.

8. Mr. Cernek could not in good conscience comply with this requirement, so he did not refer to the transgender students by their preferred names. Instead, Mr. Cernek continued to act in accordance with the accommodation he was previously granted and avoided referring to students by name.

9. Six months later the District did exactly what it promised—Mr. Cernek’s teaching contract was not renewed for the upcoming school year because of Mr. Cernek’s religious convictions about the District’s policy.

10. The District’s effective termination of a beloved and much needed teacher simply because his beliefs differ from those of others is unconstitutional and a violation of Title VII of the Civil Rights Act of 1964.

## **PARTIES**

11. Jordan Cernek is a citizen and resident of the United States and the State of Wisconsin. Between August of 2021 and August of 2023, Mr. Cernek was an English and Language Arts teacher for the Argyle School District.

12. The Argyle School District is a School District organized according to Chapter 120 of the laws of the State of Wisconsin.

## **JURISDICTION AND VENUE**

13. Plaintiff brings this action under Title VII of the Civil Rights Act of 1964. Plaintiff filed an employment discrimination charge with the Equal Employment Opportunity Commission (“EEOC”) in March of 2024, and on April 5, 2024, Plaintiff received notice of his right to sue. Because this complaint is filed within 90 days of Plaintiff’s receipt of the notice, it is timely.

14. Plaintiff also brings this action under the First Amendment to the United States Constitution, over which this Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1343 and 1331, and 42 U.S.C. § 1983.

15. Plaintiff also brings this action under Article I, §18 of the Wisconsin Constitution, over which this Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367.

16. This Court has personal jurisdiction over Defendant Argyle School District because it is a School District organized according to the laws of the State of Wisconsin.

17. This Court has authority to grant the requested declaratory and injunctive relief pursuant to 28 U.S.C. §§ 2201 and 2202, Fed. R. Civ. P. 57, and 42 U.S.C. § 2000e-5(g). It has authority to award damages pursuant to 42 U.S.C. § 1983. It has authority to award attorneys' fees and costs pursuant to 42 U.S.C. § 1988.

18. Venue is proper in the Western District of Wisconsin under 28 U.S.C. § 1391 because the actions giving rise to this cause of action occurred in whole, or in part, in Lafayette County, Wisconsin, and Defendant Argyle School District is located and operates in Lafayette County, Wisconsin.

### **FACTUAL BACKGROUND**

19. Jordan Cernek was a high school English and Language Arts teacher for the Argyle School District (the "District") from August, 2021, until August, 2023.

20. Mr. Cernek taught ninth, tenth, and eleventh grade English courses, as well as an Advanced Placement English course offered to twelfth grade students.

21. During his time with the District, Mr. Cernek was actively involved in leadership roles.

22. For example, Mr. Cernek was chosen to be on a teacher leadership team called "Sources of Strength."

23. Mr. Cernek also started and organized a quarterly assembly for the high school where students were recognized for their achievements from the previous quarter. He included all high school teachers, the principal, and the counselor in the assembly in order to recognize a diverse group of students across all curricula.

24. In addition, Mr. Cernek was the Head Coach of the high school football team for a year.

25. Furthermore, Mr. Cernek was a favorite among students and has been listed as such in senior bios.

26. To this day, Mr. Cernek continues to be invited to, and attend, graduation parties for his previous students.

27. Between August of 2022 and March of 2023, Mr. Cernek consistently passed his teaching evaluations and, until he received notice that his contract would not be renewed for the 2023–24 school year, was never told that he failed to meet the District's expectations.

28. Nicole Smith, who was the principal when Mr. Cernek started at the District, even wrote Mr. Cernek a personal note commending him for his excellent teaching.

29. At an in-service meeting in August of 2022, the District told the teaching staff, including Mr. Cernek, that it would be implementing a policy requiring teachers to use different names and pronouns for any students who requested them.

30. If a student requested to be called by a different name and/or different pronouns, the policy would require District staff to refer to that student by the student's preferred name and pronouns.

31. At this in-service meeting, Mr. Cernek voiced his disagreement with the policy based on his sincerely held Christian religious beliefs.

32. Throughout the first week of school in the fall of 2022, Mr. Cernek referred to all students by their given first names.

33. By the end of the first week of school, Mr. Cernek received verbal notice that two biologically female students wanted to change their gender identity by changing their names.

34. In the second week of school, Mr. Cernek met with one of the transgender students, the student's father (who is also a teacher at the District), and the District Administrator, Mike Beranek.

35. At this meeting, Mr. Cernek informed Mr. Beranek that he could not refer to the transgender students in his class by their new names and pronouns because doing so would violate his Christian beliefs.

36. Mr. Beranek then suggested that Mr. Cernek could, as a religious accommodation, not use names when calling on the students in his classroom.

37. Mr. Cernek agreed with this accommodation and proceeded to act in accordance with it, treating all students in the class the same way so as to not single out the transgender students. When Mr. Cernek needed to call on students he simply pointed or acknowledged them in other, similar, nonverbal ways.

38. Mr. Cernek abided by this religious accommodation for approximately two months with no disruptions or issues in the classroom.

39. During this time, Mr. Cernek also regularly checked in with Mr. Beranek, and they discussed Mr. Cernek's religious convictions.

40. On November 7, 2022, Mr. Cernek received a “Letter of Expectation” from the District. A true and correct copy of this letter is attached to this Complaint as Exhibit A.

41. This letter, signed by Mr. Beranek, stated that one of the transgender students and the student’s parent had reported concerns that Mr. Cernek was not using the transgender student’s preferred name.

42. The “Letter of Expectation” “unequivocally direct[ed]” Mr. Cernek to: (1) refer to students by the name consistent with their gender identity, (2) use the names consistent with students’ gender identity when creating substitute teacher class lists and seating charts, and (3) comply with all lawful directives from District Administration.

43. The “Letter of Expectation” also indicated that if Mr. Cernek did not adhere to the District’s demands, he would be subject to disciplinary action, up to and including termination.

44. Ironically enough, this letter ended with a statement that “[t]he School District of Argyle does not discriminate on the basis of race, sex, color, age, **religion**, national origin....” (Emphasis added).

45. On November 8, 2022, Mr. Cernek responded to the “Letter of Expectation” indicating that he could not comply with the District’s demands due to his religious beliefs. A true and correct copy of Mr. Cernek’s response is attached to this complaint as Exhibit B.

46. As part of this response, Mr. Cernek explained that he has “only acted according to the rule of [his] conscience, which is governed and held accountable to God, the one to whom all creatures owe their allegiance. It is before God alone that we must all stand to be judged someday. It is he and he alone who initiates biological sex; human identity, value, and worth; and all truth. If my religious beliefs and personal liberty place me at odds with the School District of Argyle or even the United States Department of Education, so be it.”

47. Mr. Cernek then continued to act in accordance with the accommodation he agreed to with Mr. Beranek in the fall of 2022, and did not refer to students by name when interacting with them.

48. In February of 2023, Mr. Cernek asked one of the transgender students in his class about whether calling the student by the student’s last name would be a good middle ground for the both of them, to which the transgender student agreed.

49. Following this conversation, however, the father of the transgender student, who also worked at the District, approached Mr. Cernek and said the last name accommodation was not enough and to not talk with the student about the matter any further.

50. Mr. Cernek honored that request and did not have further conversations with the student about the issue. Mr. Cernek continued to not use any name when addressing his students.



51. In March of 2023, Mr. Beranek verbally told Mr. Cernek that he would soon receive notice that the District was considering not renewing his teaching contract for the upcoming school year.

52. On April 13, 2023, Mr. Cernek received a “Preliminary Notice of Considering Nonrenewal of a Teacher’s Contract” from the District. A true and correct copy of this notice is attached to this complaint as Exhibit C.

53. This preliminary notice explained that the reason for considering non-renewal of Mr. Cernek’s teaching contract for the 2023–24 school year was that “the School Board has been advised that [Mr. Cernek’s] performance has been less than satisfactory.”

54. This notice also stated that if Mr. Cernek filed a request within five days of the notice, he had “the right to meet with the School Board in a private conference prior to the Board’s final decision on whether to nonrenew [his] teaching contract.” The notice also included an upcoming date and time for a private conference between Mr. Cernek and the Argyle School Board (the “Board”): May 11, 2023, at 6:15pm.

55. However, the Board addressed whether to renew Mr. Cernek’s teaching contract at the Board Meeting on May 10, 2023, and the private conference scheduled for May 11, 2023, never occurred.

56. Mr. Cernek attended the Argyle School Board Meeting on May 10, 2023, to address the Board directly.

57. During the Board Meeting, Mr. Cernek explained that “[b]efore [he is] a teacher, however, [he is] an ambassador of the true King, Jesus Christ.” As such, he

is trying to follow his faith and “proclaim the truth to a deceived world.” A true and correct copy of Mr. Cernek’s speech to the Board is attached to this complaint as Exhibit D.

58. The father of one of the transgender students, who worked at the District, was also in attendance at this Board meeting.

59. Despite going into closed session later in the meeting to discuss renewal and compensation for other teachers in the District, the Board conducted a voice vote not to renew Mr. Cernek’s teaching contract in open session. The Board President declared the motion carried, but most of the Board members did not vote. A true and correct copy of the May 10, 2023 Argyle School Board Meeting Minutes is attached to this complaint as Exhibit E.

60. The reason for the Board’s vote not to renew Mr. Cernek’s contract was because he could not, due to his religious convictions, comply with the District’s policy requiring him to refer to transgender students using names and pronouns at odds with their biological sex.

61. On May 10, 2023, Mr. Cernek received his official notice of the Board’s decision not to renew his teaching contract for the 2023–24 school year. Mr. Cernek did not respond to the official notice regarding nonrenewal. A true and correct copy of this notice is attached to this complaint as Exhibit F.

62. On July 24, 2023, Mr. Cernek inquired with the EEOC about filing a discrimination charge against the District.

63. The EEOC scheduled, and held, an interview with Mr. Cernek on February 6, 2024.

64. In March of 2024, Mr. Cernek filed a discrimination charge against the District with the EEOC, alleging that the District did not renew his teaching contract because of his sincerely held religious beliefs.

65. Mr. Cernek received notice of his right to sue from the EEOC on April 5, 2024. A true and correct copy of this notice is attached to this complaint as Exhibit G.

**COUNT I: Violation of Title VII of the Civil Rights Act of 1964**

66. Plaintiff realleges and incorporates the allegations set forth above as if fully set forth herein.

67. Title VII of the Civil Rights Act of 1964 is a federal anti-discrimination law that prohibits employment discrimination based on race, religion, sex, and national origin. *See* 42 U.S.C. §§ 2000e-2(a)(1)-(2); 2000e-2(b).

68. Title VII applies to private sector and state and local government entities with more than 15 employees, and requires employers to accommodate “sincerely held” religious beliefs, practices, and observances. *See* 42 U.S.C. §§ 2000e(b); 2000e(j); *Adeyeye v. Heartland Sweeteners, LLC*, 721 F.3d 444, 448 (7th Cir. 2013).

69. According to *Groff v. Dejoy*, 600 U.S. 447 (2023), Title VII requires employers to reasonably accommodate an employee’s religious practices unless “the

burden of granting an accommodation would result in substantial increased costs in relation to the conduct of [the employer's] particular business.” *Groff*, 600 U.S. at 470.

70. Mr. Cernek’s sincerely held religious beliefs and practices conflict with the District’s policies related to name and pronoun usage for transgender students.

71. The accommodation that the District initially granted, but then rescinded, worked to accommodate Mr. Cernek’s religious beliefs without “result[ing] in substantial increased costs in relation to the conduct of its particular business.” *Groff*, 600 U.S. at 470.

72. Other accommodations, including but not limited to, referring to students by last name, also would have accommodated Mr. Cernek’s religious beliefs without “result[ing] in substantial increased costs in relation to the conduct of its particular business.” *Groff*, 600 U.S. at 470.

73. Other than the initial accommodation that it later rescinded, the District made no additional attempt to grant Mr. Cernek a reasonable accommodation for his religious beliefs.

74. The District’s actions that ultimately resulted in the nonrenewal of Mr. Cernek’s teaching contract violated Mr. Cernek’s rights under Title VII of the Civil Rights Act of 1964.

**COUNT II: Violation of the Free Exercise Clause Under the First Amendment to the United States Constitution**

75. Plaintiff realleges and incorporates the allegations set forth above as if fully set forth herein.

76. The First Amendment to the United States Constitution provides, in part, that “Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof ...” U.S. Const. amend. I.

77. The Free Exercise Clause of the First Amendment is applicable to the States under the Fourteenth Amendment to the United States Constitution. U.S. Const. amend. XIV.

78. It is well settled that the Free Exercise Clause of the First Amendment “protects not only the right to freedom in what one believes, but extends (with limitations) to acting on those beliefs.” *Coulee Cath. Schs. v. Lab. & Indus. Rev. Comm’n, Dep’t of Workforce Dev.*, 2009 WI 88, ¶ 38, 320 Wis. 2d 275, 768 N.W.2d 868, 878 (citing *Employment Div., Dep’t of Human Res. Of Oregon v. Smith*, 494 U.S. 872, 877 (1990)).

79. Policies that impose a burden on religion are subject to strict scrutiny under the Free Exercise Clause of the First Amendment if they are not neutral and generally applicable. *Fulton v. City of Philadelphia, Pennsylvania*, 593 U.S. 522, 533 (2021), (citing *Church of Lukumi Babalu Aye, Inc. v. Hialeah*, 508 U.S. 520, 531–32 (1993))

80. “Government fails to act neutrally when it proceeds in a manner intolerant of religious beliefs or restricts practices because of their religious nature.” *Fulton*, 593 U.S. at 533 (citing *Masterpiece Cakeshop, Ltd. v. Colorado Civil Rights Comm’n*, 584 U.S. 617, 638 (2018), *Lukumi*, 508 U.S. at 533).

81. And a policy “is not generally applicable if it ‘invite[s]’ the government to consider the particular reasons for a person’s conduct by providing ‘a mechanism for individualized exemptions” *Fulton*, 593 U.S. at 533 (quoting *Smith*, 494 U.S. at 884 (quoted source omitted)).

82. The District’s requirement that staff refer to students by preferred names and pronouns that do not align with the students’ biological sex is not neutral and generally applicable, and is an unconstitutional burden on Mr. Cernek’s Free Exercise rights.

83. And as discussed above, Mr. Cernek has a sincerely held religious belief that God makes no mistakes when it comes to sex and gender and that calling a transgender student by a name or pronouns at odds with their biological sex would cause Mr. Cernek to affirm that God made a mistake in creating a transgender person as a male or a female. In Mr. Cernek’s religious view, affirming a transgender person’s identity through the use of preferred names and pronouns would be speaking a falsehood and violate his religious beliefs.

84. Further, as discussed above, Mr. Cernek made his sincerely held religious beliefs known to the District on multiple occasions, including in his meetings with Mr. Beranek in the Fall of 2022, his November 8, 2022 response to the District’s “Letter of Expectation,” and his May 10, 2023 speech in front of the Argyle School Board.

85. By requiring Mr. Cernek to act in a manner inconsistent with his sincerely held religious beliefs, and eventually deciding not to renew Mr. Cernek’s

teaching contract because his sincerely held religious beliefs conflicted with the District's policy, the District violated Mr. Cernek's First Amendment right to the Free Exercise of his religion.

**COUNT III: Violation of Article I, Section 18 of the Wisconsin Constitution**

86. Plaintiff realleges and incorporates the allegations set forth above as if fully set forth herein.

87. Article I, §18, of the Wisconsin Constitution provides, in relevant part, "The right of every person to worship Almighty God according to the dictates of conscience shall never be infringed ... nor shall any control of, or interference with, the rights of conscience be permitted ...."

88. Wisconsinites saw fit to protect the right to religious liberty in the Wisconsin Constitution using "the strongest possible language." *Coulee Cath. Schs.*, 2009 WI 88, ¶ 59.

89. Because of Article I, §18's "extremely strong language[] providing expansive protections for religious liberty," the Wisconsin Supreme Court has held that more robust First Amendment protections apply under the Wisconsin Constitution. *Id.* at ¶ 60; *See also James v. Heinrich*, 2021 WI 58, ¶ 38, 397 Wis. 2d 517, 960 N.W.2d 350 ("[The Wisconsin Supreme Court] construes Article I, Section 18 as 'more prohibitive than the First Amendment of the United States Constitution.") (quoting *King v. Vill. of Waunakee*, 185 Wis. 2d 25, 59, 517 N.W.2d 671 (1994)).

90. As discussed above, the District's requirement that staff refer to students by names and pronouns that do not align with the students' biological sex burdens Mr. Cernek's religious beliefs.

91. And as discussed above, Mr. Cernek has a sincerely held religious belief that God makes no mistakes when it comes to sex and gender, and that calling a transgender student by a name or pronouns at odds with their biological sex would cause Mr. Cernek to affirm that God made a mistake in creating a transgender person as a male or a female. In Mr. Cernek's religious view, affirming a transgender person's identity through the use of preferred names and pronouns would be speaking a falsehood and violate his religious beliefs.

92. By requiring Mr. Cernek to act in a manner inconsistent with his sincerely held religious beliefs, and eventually deciding not to renew Mr. Cernek's teaching contract because of his sincerely held religious beliefs, the District violated Mr. Cernek's right to the Free Exercise of his religion under the Wisconsin Constitution.

### **REQUEST FOR RELIEF**

For these reasons, Plaintiff therefore requests the following relief:

- A. A declaration that Defendant violated Mr. Cernek's Title VII Rights.
- B. A declaration that Defendant violated Mr. Cernek's First Amendment rights under the United States Constitution.
- C. A declaration that Defendant violated Article I, §18 of the Wisconsin Constitution.



D. A permanent injunction ordering reinstatement of Mr. Cernek and full back-pay.

E. Nominal and/or compensatory damages including, but not limited to, damages for lost income and benefits, mental and emotional distress, loss of reputation, and inconvenience;

F. Costs and attorneys' fees under 42 U.S.C. § 1988; and,

G. Any such other relief as this Court deems appropriate.

Respectfully submitted July 3, 2024

WISCONSIN INSTITUTE FOR  
LAW & LIBERTY INC.

/s/ Luke N. Berg

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