



West Virginia E-Filing Notice

CC-20-2025-C-48

Judge: Richard D. Lindsay

To: Aubrey Leigh Sparks
ASparks@acluwv.org

NOTICE OF FILING

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA
American Humanist Association v. West Virginia Water Development Authority
CC-20-2025-C-48

The following order - case - final was FILED on 9/25/2025 3:29:00 PM

Notice Date: 9/25/2025 3:31:45 PM

Cathy S. Gatson
CLERK OF THE CIRCUIT COURT
Kanawha County
P.O. Box 2351
CHARLESTON, WV 25301

(304) 357-0440

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

AMERICAN HUMANIST ASSOCIATION,

Plaintiff,

v.

Civil Action No. CC-20-2025-C-48

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY,

AND MARIE PREZIOSO, in her official capacity

Defendants.

ORDER GRANTING SUMMARY JUDGMENT

On July, 9, 2025 came Plaintiff, the American Humanist Association, by and through its counsel, Aubrey Sparks, Esquire, and Defendants, the West Virginia Water Development Authority (hereinafter referred to as "WVWDA") and Marie Prezioso (Ms. Prezioso), by and through their counsel Jace Goins, Esquire of the West Virginia Attorney General's office for an evidentiary hearing on Plaintiff's Amended Complaint. Following the sworn and extensive testimony of Ms. Prezioso – Executive Director of the WVWDA – the Court found as follows: of the five-million-dollar (\$5,000,000.00) grant awarded to the College of St. Joseph the Worker (hereinafter referred to as "College") by Defendant WVWDA, one million six hundred and fifty thousand dollars (\$1,650,000.00) for education and enrollment of students and one million dollars (\$1,000,000.00) for advocacy was deemed unconstitutional by this Court. The remainder of the grant, two million three hundred and fifty thousand dollars (\$2,350,000.00) for a non-profit construction and real estate development company and extension of a branch campus in West Virginia was deemed constitutional by this Court. Because of a discrepancy between what Ms. Prezioso believed the grant was for according to the Grant Agreement and the original invoice provided by the College, the Court held its finding in abeyance until such time as Defendants could provide documentation that the grant was and is being used for the purpose of economic development only, and not for the purposes of religious specific student education and advocacy. As detailed below, Defendants have since provided documentation establishing that the five-million-dollar grant (\$5,000,000.00) is being used for economic development and therefore is constitutional. As such, this Court **GRANTS** Defendants' Motion to Deny Injunctive Relief and for Summary Judgment.

I. FACTUAL AND PROCEDURAL BACKGROUND

1. On or about February 19, 2025, Plaintiff filed its amended complaint claiming that the five-million-dollar (\$5,000,000.00) grant awarded by Defendants to the College was unconstitutional as the College required, despite it being a trade school, every student to attain a degree in catholic studies to graduate. Plaintiff believes this is a violation of Article III Section 15 of the Constitution of West Virginia – the Establishment Clause – which states in pertinent part: “No man shall be compelled to frequent or support any religious worship, place or ministry whatsoever . . . and the Legislature shall not prescribe any religious test whatever, or confer any peculiar privileges or advantages on any sect. . .”

2. On or about April 25, 2025, Defendants filed their Motion to Dismiss. Therein Defendants asserted that the WVWDA is empowered to issue grants to “encourage economic growth” and for “economic development” in accordance with West Virginia Code § 31-15A-2(l). Further, Defendants asserted that Plaintiff lacks standing; the grant is constitutional; and importantly, that withdrawal or elimination of the grant would be a violation of the Free Exercise Clause of the West Virginia Constitution and the First Amendment of the US Constitution.

3. Defendants did not dispute the following factual assertions made by Plaintiff: that every student must attain a degree in catholic studies to graduate; and that the College intended to divide and/or distribute the grant, via its original invoice, between education and enrollment of students, advocacy, funding for a non-profit construction and real estate development company and extension of a branch campus in West Virginia

4. Thereafter, Plaintiff filed its Response to Defendants’ Motion to Dismiss.

5. On or about June 23, 2025, this Court heard arguments regarding Defendants’ Motion to Dismiss. Because Plaintiff has standing and sufficiently pled its complaint, the Court **DENIED** Defendants’ Motion to Dismiss and set an evidentiary hearing.

6. On or about July 9, 2025, this Court conducted an evidentiary hearing. Thereafter, and in response to this Court’s request, Defendant filed an amended invoice and a letter from the President of the College.¹ Said documents were accompanied by Defendant’s Motion to Deny Injunctive Relief and for Summary Judgment.

¹ Exhibits A and B respectively.

II. FINDINGS OF FACT

Following the evidentiary hearing on or about July 9, 2025, this Court makes the following findings of fact:

1. It is undisputed that Defendant WVWDA is empowered to issue grants to “encourage economic growth” and for “economic development” in accordance with West Virginia Code § 31-15A-2(l).

2. Further, and as testified to by Ms. Prezioso, the WVWDA has previously awarded grants for economic development to West Virginia universities and colleges including, but not limited to, Marshall University and Davis and Elkins.

3. According to the WVWDA Economic Enhancement Grant Agreement between Defendant WVWDA and the College, the five-million-dollar (\$5,000,000.00) grant is “for the purposes of acquiring and constructing educational and training facilities . . . to facilitate economic development. . .”²

4. However, and in contrast to said agreement, the original invoice for the five-million-dollar (\$5,000,000.00) grant produced by the College distributes the grant in the following manner: one million six hundred and fifty thousand dollars (\$1,650,000.00) for education and enrollment of students; one million dollars (\$1,000,000.00) for advocacy; and two million three hundred and fifty thousand dollars (\$2,350,000.00) for a non-profit construction and real estate development company and extension of a branch campus in West Virginia.

5. According to Ms. Prezioso, the WVWDA requested that the College amend its original invoice to accurately reflect the uses of the grant according to the Grant Agreement. The College did not respond to WVWDA’s request. Despite the College’s silence, the WVWDA awarded the College the entire grant amount of \$5,000,000.00.

6. It is undisputed that to graduate from the College, a student must attain a degree in catholic studies.

7. And since the evidentiary hearing and at the request of this Court, Defendant WVWDA produced an amended invoice³ from the College wherein the grant will be used only for the purposes of “real estate acquisition, site development, construction, infrastructure improvements, and supplies and equipment for workforce training and all necessary

² Exhibit C

³ Exhibit A

appurtenances thereto in compliance with the WVWDA grant agreement.” Further, a letter⁴ from Michael Sullivan, president of the College, was produced wherein on behalf of the College, he acknowledges and agrees that the “grant may not be spent on religious advocacy of any kind . . . nor can the College spend the grant on teacher or instructor salaries, or anything not listed in the Grant Agreement.”

III. STANDARD OF REVIEW

1. According to Rule 56 of the West Virginia Rules of Civil Procedure, the “Court should grant summary judgment where . . . there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law.”

2. “Summary judgment is appropriate if, from the totality of the evidence presented, the record could not lead a rational trier of fact to find for the nonmoving party . . .” Syl. P. 2, Williams v. Precision Coil, Inc., 194 W.Va. 52, 459 S.E.2d 329 (1995).

3. Significantly, summary judgment is “designed to effect a prompt disposition of controversies on their merits without resort to a lengthy trial, if in essence there is no real dispute as to salient facts or if only a question of law is involved.” Painter v. Peavy, 192 W.Va. 189, 192 451 S.E.2d 755, 758 (1994).

IV. DISCUSSION AND CONCLUSIONS OF LAW

The matter at bar accurately encapsulates the push and pull between the Establishment and Free Exercise Clauses of the First Amendment of our US Constitution which states in pertinent part, “Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof. . . .” Here, we have public financing – a five-million-dollar (\$5,000,000.00) grant - approved by a state government entity (WVWDA) to a college that sought to use said grant for purposes other than “acquiring and constructing educational and training facilities . . . to facilitate economic development. . . .”⁵ Specifically and according to the College’s original invoice, one million six hundred and fifty thousand dollars (\$1,650,000.00) of the grant is designated for religious specific education and enrollment of students and one million dollars (\$1,000,000.00) for religious specific advocacy. Said distributions are

⁴ Exhibit B

⁵ Exhibit C

unconstitutional as they violate the Establishment Clause of the West Virginia and US Constitutions.

Because of these facts, and rightly, Plaintiff filed its complaint claiming that the grant to the College violates the Establishment Clause of Article III Section 15 of the West Virginia Constitution. In response and among various defenses, Defendant argues that withdrawal or elimination of the grant is a violation of the Free Exercise Clause of the First Amendment of the US Constitution. Both are correct.

In Trinity Lutheran Church of Columbia, Inc. v. Comer, our US Supreme Court took up a similar circumstance. A Lutheran church in Missouri that operated a pre-school and daycare program applied for a Missouri Department of Natural Resources grant for the purchase of rubber playground surfaces. Trinity Lutheran Church of Columbia, 137 S.Ct. 1212 (2017). The Missouri Department of Natural Resources refused the Church's application because of its policy to deny grants to religiously affiliated applicants. 137 S.Ct. 1212 (2017). In a 7-2 decision our US Supreme Court found that the Missouri Department of Natural Resources' policy and refusal "violated the rights of Trinity Lutheran under the Free Exercise Clause of the First Amendment by denying the Church an otherwise available public benefit on account of its religious status." 137 S.Ct. 1212, 1215 (2017). Effectively, because the grant went towards a non-religious activity or thing (rubber playground surfaces) and was made freely available to the community (public benefit) the religious status of an applicant cannot be a reason for denial. Refusal in this regard is unconstitutional as it violates the Free Exercise Clause of the First Amendment.

At our evidentiary hearing on or about July 9, 2025, Marie Prezioso, Executive Director of the WVWDA, took the stand and was questioned at great length by the parties to this action. Crucially, she testified that the Grant Agreement governs the transaction between WVWDA and the College, and according to that agreement the grant funds are to be used only to facilitate economic development.⁶ In addition, she testified that the WVWDA has previously approved similar grants for economic development to Marshall University and Davis and Elkins College thereby establishing the use and availability of the grant as a "public benefit". However, and because of the inconsistency between Ms. Prezioso's testimony and the College's original invoice, this Court's ruling that distribution of the grant for purposes of student education, enrollment and advocacy at a College that requires all graduates to attain a degree in catholic

⁶ Exhibit C

studies is unconstitutional, was held in abeyance for thirty (30) days. This was done to allow defendants an opportunity to cure and provide documentation that verifies that the College will only use grant monies in accordance with the Grant Agreement and for constitutional purposes of facilitating economic development. Defendants have cured.

Defendants produced to this Court an amended invoice from the College stating that the grant will be used only for the purposes of “real estate acquisition, site development, construction, infrastructure improvements, and supplies and equipment for workforce training and all necessary appurtenances thereto in compliance with the WVWDA grant agreement.”⁷ Further, a letter⁸ from Michael Sullivan, president of the College, is produced wherein on behalf of the College, he acknowledges and agrees that the “grant may not be spent on religious advocacy of any kind . . . nor can the College spend the grant on teacher or instructor salaries, or anything not listed in the Grant Agreement.”

Therefore, and because no portion of the grant will be used or expended for the previously determined unconstitutional purposes of religious specific student education, enrollment and advocacy, but instead will only be used in satisfaction of the Grant Agreement, no question of constitutional law or infirmity remains. As was held by our US Supreme Court in Trinity Lutheran Church of Columbia, as long as a state approved grant is used for non-religious purposes and is a benefit available to the public, said grant is constitutional. To find otherwise would violate a grant applicant’s right to the Free Exercise of its religion.

Given these circumstances, wherein no genuine issue of material fact remains and all that is left is a question of law that this Court resolves in favor of Defendants, this Court **GRANTS** Defendants’ Motion to Deny Injunctive relief and for Summary Judgment on Plaintiff’s Complaint.

As such, The Court does **ORDER** that this matter be **STRICKEN** from the docket of the Court. The Clerk is **DIRECTED** to send a copy of this Order to the parties of this action.

ENTERED this 25th day of September, 2025.


The Honorable Richard Lindsay, Judge

⁷ Exhibit A

⁸ Exhibit B

EXHIBIT A

INVOICE

College of St Joseph the Worker
424 Washington St
Steubenville, OH 43952-2159

bursar@collegeofstjoseph.com
+1 (740) 280-2028



Bill to

West Virginia Water Development Authority

Description

Amount

Real estate acquisition, site development, construction,
infrastructure improvements, and supplies and equipment for
workforce training and all necessary appurtenances thereto in
compliance with the WDA grant agreement.

\$5,000,000.00

Total

\$5,000,000.00

EXHIBIT B

+ THE COLLEGE OF +
ST. JOSEPH THE WORKER

July 16, 2025

Ms. Marie Prezioso

Executive Director

West Virginia Water Development Authority

1009 Bullitt St.

Charleston, WV 25301

Dear Ms. Prezioso,

As you know, in October 2024, The College of St. Joseph the Worker applied for and received a \$5,000,000 economic infrastructure grant from West Virginia's Water Development Authority. We understand that the American Humanist Association then sued the State, challenging that grant on constitutional grounds. We also understand that the Court is now asking the College to provide assurances that the College understands how it may and may not spend the grant money and that it will comply with those requirements. We are happy to do so.

We understand that the Grant Agreement—not our Grant Proposal or the invoice attached to our Request for Advance—governs how grant money may be spent. Paragraph 4 and Exhibit A of the Grant Agreement limit grant expenditures to acquiring, building, and equipping (1) educational facilities for pedagogical ("in-class") and hands on ("on-site") training in the major construction trades—HVAC, carpentry, masonry, electrical, and plumbing (including space for "tools and equipment"); and (2) all of the "materials" we need to conduct trades training; and (3) "all necessary appurtenances thereto." In short, we can spend money on facilities, materials, and other physical items "necessary" to fully fit out or prepare those facilities and materials.

The College's initial invoice included a line item for "advocacy." But based on the Grant Agreement's text and our subsequent conversations and email correspondence with the Authority, we understand that the College may not spend grant money on political or religious "advocacy" of any kind. Nor can the College spend grant money on teacher's or instructor's salaries or anything else not listed in the Grant Agreement. The College has fully complied with these restrictions and remains committed to doing so. We are submitting all required documentation and invoices in accordance with the Grant Agreement and will continue to do so on a timely basis. We further understand that should any expenditures fall outside the scope of the Grant Agreement, we are

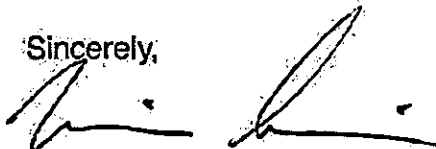
+ THE COLLEGE OF +
ST. JOSEPH THE WORKER

obligated to reimburse the Authority for those amounts, and we will honor that obligation if such a situation arises.

In keeping with our commitment to full compliance with the terms of the Grant Agreement, we have revised our initial invoice to ensure that all expenditures are properly categorized and fall within the scope of allowable uses. The amended invoice, which reflects only eligible expenditures under the Grant Agreement, is attached to this letter for resubmission.

Please do not hesitate to let us know if we can provide any additional clarification or information to assist in your review. We remain committed to transparency and to ensuring full compliance with the Grant Agreement..

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Sullivan', with a stylized flourish at the end.

Michael Sullivan
President

EXHIBIT C

**WEST VIRGINIA WATER DEVELOPMENT AUTHORITY
ECONOMIC ENHANCEMENT GRANT AGREEMENT**

This Grant Agreement entered into by and between the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") and the COLLEGE OF ST. JOSEPH THE WORKER INC. (the "Grantee").

RECITALS

WHEREAS, West Virginia Code 22C-1-6a authorized the Authority to create the West Virginia Economic Enhancement Grant Fund (the "EEG Fund") and the Legislature has appropriated surplus General Revenue funds to the EEG Fund;

WHEREAS, the West Virginia Water Development Board (the "Board") has reviewed the application of the Grantee and has authorized the Authority to make a grant to the Grantee in the amount not to exceed \$5,000,000 (the "Grant"), for the purposes of acquiring and constructing educational and training facilities for the College of St. Joseph the Worker (the "Project") to facilitate economic development at total estimated cost of \$10,000,000, and which will also be funded by funds of the Grantee;

WHEREAS, the Grantee is either a governmental entity or a non-for-profit entity;

WHEREAS, the Grantee wishes to accept the Grant upon such terms and conditions as are hereinafter set forth for the purposes of designing, acquiring or constructing the Project described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, this Grant Agreement sets forth the Authority and the Grantee's understandings and agreements with regard to the Grant.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the Authority and the Grantee hereby agree as follows:

TERMS

1. Prior to the distribution of the Grant, the Grantee shall provide the Authority with a Project budget. The Project budget shall not be amended unless the Grantee has received the prior written consent of the Authority.

2. The Authority shall advance its share of the Project costs from the Grant upon receipt of an invoice satisfactory to the Authority. The Authority shall pay for any costs that are incurred from the beginning date set forth on Exhibit A (the "Beginning Date"), to the expiration date set forth on Exhibit A (the "Expiration Date"), of which some costs may have been incurred prior to the date hereof and where such costs are necessary for the efficient and

timely performance of the scope of the Project and are eligible costs for the EEG Fund. The Authority shall review and approve such requests and any costs preceding the date hereof must be included in the first draw. All requests for payments under this Grant Agreement shall be submitted in detail sufficient for a program pre-audit and post-audit thereof. All funds must be expended (payment issued for expenses incurred) prior to or on October 10, 2029.

3. RESERVED

4. The Grantee will use the proceeds of the Grant only for the purposes specifically set forth in Exhibit A. If the Grantee uses the Grant proceed for any ineligible costs it will reimburse such amount to the Authority. If all or part of the property, supplies, or equipment comprising the Project are sold, transferred or otherwise disposed of to any entity other than a governmental entity or a non-for-profit entity, the Grantee shall reimburse the Authority the amount of the Grant or it may be waived/modified at the determination of the Authority. The amount of repayment may be reduced by the applicable share of accumulated depreciation of the Project as determined by the Authority.

5. The Authority shall pay the approved invoice amount using the State's OASIS system.

6. The Grantee acknowledges that the Grant may be reduced, from time to time, to reflect actual Project costs and availability of other funding.

7. If requested by the Authority, the Grantee shall list the Grant provided by the Authority in any press release, publication, program bulletin, sign or other public communication that references the Project, including but not limited to any program document distributed in conjunction with any groundbreaking or dedication of the Project.

8. The Grantee and its personnel should not (a) knowingly use grant funds, or goods or services purchased with grant funds, to engage, either directly or indirectly, in a prohibited political activity, or (b) be knowingly compensated from grant funds for time spent engaging in a prohibited political activity.

9. The Authority and the Grantee shall comply with any rules adopted for the State of West Virginia.

10. The Grantee agrees to comply with all applicable State laws and requirements. The Grantee agrees to allow the Authority and the State of West Virginia and their respective auditors access to all records and financial statements relating to the Grant.

11. **This Grant Agreement will cover all Costs incurred for the Project commencing on the Beginning Date to and including the Expiration Date, unless extended at the direction of the Board (the "Grant Period").**

12. The Authority will close out this Grant Agreement when it determines that all activities and all applicable administrative actions have been completed. Unless an extension is approved by the Board, within thirty (30) calendar days after the Expiration Date, the Grantee must submit any outstanding reports, including a final project report. Within thirty (30) calendar days after receipt of all outstanding reports, the Authority will make upward or downward adjustments to the allowable costs, and then make prompt payments to the Grantee for remaining allowable costs. The close out of this Grant Agreement does not affect any of the following:

- a. The right of the Authority to disallow costs and recover funds on the basis of a later audit or other review;
- b. The obligation of the Grantee to return any funds due as a result of later refunds, corrections, or other transactions; or
- c. The Grantee's obligations regarding audits and records retention.

13. This Grant Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one in the same instrument.

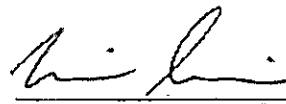
14. This Grant Agreement shall be governed by the laws of the State of West Virginia.

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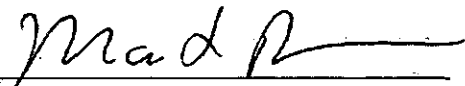
WDA EEGF-1-NON-ARPA
(06/24)

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed by the respective duly authorized officers as of the date executed below by the Authority.

COLLEGE OF ST. JOSEPH THE
WORKER INC.

By: 
Its: President
Date: October 11, 2024

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

By: 
Its: Executive Director
Date: October 11, 2024

(SEAL)

Attest:


Its: Authorized Officer

Exhibit A

Project Description

The Project consists of the acquisition, construction and equipping of multiple education facilities for the in-class and on-site training of the five major construction trades of HVAC, carpentry, masonry, electrical and plumbing (including areas for tools and equipment storage), materials for training, and all necessary appurtenances thereto.

Grantee:	College of St. Joseph the Worker Inc.
Address:	424 Washington St., Steubenville, OH 43952
Grant Amount:	Up to \$5,000,000
Fiscal Year:	July 1 – June 30
FEIN:	99-4940190

Beginning Date:	October 10, 2024
Expiration Date:	October 10, 2029