

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 15-cv-01095-RBJ

ROBERT BASEVITZ,

Plaintiff

v.

FREMONT RE-2 SCHOOL DISTRICT;

RHONDA ROBERTS (formerly known as RHONDA VENDETTI), Individually and as
superintendent of Fremont RE-2 School District;

BRIAN SCHIPPER, Individually and as Principal of Florence High School;

Defendants

JOINT MOTION FOR ENTRY OF CONSENT DECREE

Plaintiff Robert Basevitz and Defendants Fremont RE-2 School District, Rhonda Roberts (f.k.a. RhondaVendetti), and Brian Schipper (collectively, the “Parties”), by and through their respective counsel, submit this Joint Motion for Entry of Consent Decree, as follows:

BACKGROUND AND RELIEF SOUGHT

1. Plaintiff filed his Complaint in this matter on April 24, 2015. The Complaint alleges that Defendants engaged in a pattern of Establishment Clause violations by promoting religious activities at a public school. Defendants deny any wrongdoing.

2. The Parties have agreed to a settlement of this lawsuit, which includes the submission of the Consent Decree attached as Exhibit A hereto (the “Consent Decree”) for entry by the Court.

3. By its terms, the Consent Decree requires Defendant Fremont RE-2 School District to follow certain policies regarding religious activity. The terms of the decree were the product careful negotiation between the Parties, are consistent with the underlying law governing religion in public schools, and were voluntarily agreed to. It is therefore proper for the Court to enter this decree at the Parties' request. *Local No. 93, Int'l Ass'n of Firefighters, AFL-CIO C.L.C. v. City of Cleveland*, 478 U.S. 501, 521-27, (1986).

4. Therefore, the Parties request that the Court retain jurisdiction over this lawsuit for purposes of ensuring compliance with the Consent Decree.

5. The Parties do not intend to engage in continued litigation of this lawsuit.

6. The Parties additionally request that the Court vacate all deadlines and scheduled matters in this lawsuit.

CONCLUSION

For the reasons set forth herein, the Parties respectfully request the entry of the attached Consent Decree and vacation of all deadlines and scheduled matters.

Respectfully submitted: July 28, 2015.

THE LAW OFFICE OF PAUL MAXON, P.C.

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District, Rhonda Roberts, and Brian Schipper*

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CONSENT DECREE WITH REGARD TO FREMONT RE-2 SCHOOL DISTRICT

The Court, having been advised that the Parties have agreed to the terms of this Consent Decree, and the Court having been further advised in the premises, does hereby find as follows.

The following terms apply to Fremont RE-2 School District (the "District").

ORDER

Preamble: Nothing in this Agreement is intended to prohibit District employees from exercising their First Amendment rights freely on their own time, while not acting as an employee of the District, nor does it alter the legal rights of students.

- A. When acting in their official capacities, District employees may not engage in religious activities with their students, such as praying with them. In addition, District employees must avoid activities that would reasonably lead students to perceive religious endorsement by the District.

- B. A district-wide ban on all school-sponsored prayers or other religious expression before school-related captive audiences, such as at all-school assemblies, classroom presentations, graduation ceremonies, and school-sponsored scholarship nights.
- C. A district-wide ban on school sponsorship or endorsement of any religious groups or organizations.
- D. A district-wide ban on all distribution of religious literature by District employees acting in their official capacity.
- E. A district-wide ban on school-sponsored or school-endorsed religious activities, including sponsorship or announcement of prayer by District employees acting in their official capacities.
- F. Student-led religious groups must be genuinely student-led. District employees may attend such religious groups as observers only, to ensure that school rules are being followed. Non-school persons may not direct, conduct, control, or regularly attend activities of student groups.
- G. A district-wide ban on all school-sponsored prayer request boxes. Further, the District must ensure that any prayer request boxes in District facilities do not reasonably give the appearance of District endorsement of religion. For example, a prayer request box that is regularly and openly displayed in the school during instructional hours is prohibited.
- H. A district-wide ban on all ceremonies or gatherings, involving prayer or otherwise, that impede safely entering or exiting any school building door.

- I. A district-wide ban on school-sponsored religious activities, regardless of whether those religious activities occur in school facilities or elsewhere. School-sponsored activities may go to religious sites only so long as there is a legitimate secular reason for doing so, and there is no reasonable non-religious alternative. For example, athletic teams may travel to a religious school to participate in a sporting event.

- J. The District and Cowboy Church at the Crossroads (“the Church”) have mutually agreed that the Church will no longer use District facilities for its worship services. The Church has made a public announcement of where it will conduct such services in the future. The District will also prohibit the use of District facilities by any group that impairs the District’s ability to carry out its educational mission, including groups that create a reasonable risk of liability for violation of constitutional mandates.

SO ORDERED, this ____ day of _____, 2015

U.S. District Court Judge