

FREEDOM FROM RELIGION *foundation*

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July 7, 2016

SENT VIA EMAIL & U.S. MAIL: cmarten@sandi.net

Ms. Cindy Marten
Superintendent
San Diego Unified School District
4100 Normal Street, Room 2219
San Diego, CA 92103

Re: Unconstitutional Church-School Partnership

Dear Superintendent Marten:

I am writing on behalf of the Freedom From Religion Foundation (FFRF) regarding a constitutional violation occurring in the San Diego Unified School District (SDUSD). FFRF is a national nonprofit organization with nearly 24,000 members across the country, including more than 3,200 members and a chapter in California. Our purpose is to protect the constitutional principle of separation between state and church.

It is our understanding that SDUSD has formed a partnership with local churches in the San Diego area. We understand that this partnership currently involves local churches and community organizations opening their doors to children and volunteer teachers for the summer. We also understand that you met with church leaders to promote this partnership.¹

The District cannot allow its summer school programs to be used as recruiting grounds for churches. It is well settled that public schools may not advance or promote religion. *See generally, Lee v. Weisman*, 505 U.S. 577 (1992); *Wallace v. Jaffree*, 472 U.S. 38 (1985); *Epperson v. Arkansas*, 393 U.S. 97 (1967); *Sch. Dist. of Abington Twp. v. Schempp*, 374 U.S. 203 (1963); *Engel v. Vitale*, 370 U.S. 421 (1962); *McCollum v Bd. of Ed.*, 333 U.S. 203 (1948). It is inappropriate and unconstitutional for the district to offer religious leaders unique access to its students, which signals school endorsement of religion.

Courts have repeatedly struck down public school practices that affiliate public schools with religious groups and religious instruction. *See, e.g., Doe ex rel. Doe v. Beaumont Indep. Sch. Dist.*, 173 F.3d 274 (5th Cir. 1999) (ruling that school partnership with clergy for counseling purposes violated Establishment Clause); *HS v. Huntington Cnty. Cmty. Sch. Corp.*, 616 F. Supp. 2d 863 (N.D. Ind. 2009) (issuing preliminary injunction against school that allowed trailers on school property for religious instruction because to do so conveyed a message of support and endorsement of religion); *Doe by Doe v. Shenandoah Cnty. Sch. Bd.*, 737 F. Supp. 913 (W.D. Va. 1990) (issuing temporary restraining order against school finding that buses used for religious

¹ *Churches to Open Doors for Summer Tutoring Ed*, The San Diego Union-Tribune, <http://www.sandiegouniontribune.com/news/2016/may/13/tp-churches-to-open-doors-for-summer-tutoring-ed/>

instruction parked in front of the school gave the appearance of school involvement and that school employees took part in recruitment efforts); *Doe v. Human*, 725 F. Supp. 1499 (W.D. Ark. 1989), *aff'd without opinion*, 923 F.2d 857 (8th Cir. 1990) (issuing preliminary injunction against school practice of having outsiders teach voluntary bible instruction in school)

This “[s]chool sponsorship of a religious message is impermissible because it sends the ancillary message to . . . nonadherents ‘that they are outsiders, not full members of the political community and an accompanying message to adherents that they are insiders, favored members of the political community.’” *Santa Fe Indep. Sch. Dist. v. Doe*, 530 U.S. 290, 309-10 (2000) (quoting *Lynch v. Donnelly*, 465 U.S. at 668 (O’Connor, J., concurring)).

The partnership between San Diego churches and SDUSD impermissibly advances religion, communicates a message of school district endorsement of religion and is marked by excessive entanglement between the school district and the church. Public schools have an obligation to stay separate from religion because “the preservation and transmission of religious beliefs and worship is a responsibility and a choice committed to the private sphere.” *Id.* at 310 (quoting *Lee*, 505 U.S. 577, 589 (1992)).

The District must cease all involvement with and promotion of church programs. Any formal partnerships with churches must be dissolved. Please respond in writing letting us know what steps you are taking to address this matter.

Sincerely,



Madeline Ziegler, Esq.
Cornelius Vanderbroek Legal Fellow
Freedom From Religion Foundation

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