

FREEDOM FROM RELIGION *foundation*

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SENT VIA EMAIL & U.S. MAIL: tafarmer@wc.edu, msmith@wc.edu, dcarney@wc.edu, lmorris@wc.edu, gbailey@wc.edu, tdixon@wc.edu, ddowd@wc.edu, jmcanally@wc.edu, rmarlett@wc.edu

Dr. Tod Allen Farmer
President
Weatherford College
225 College Park Drive
Weatherford, TX 76086

Re: Transfer of Public Property to Christian School & Public Records Request

Dear President Farmer and Board of Trustees members:

I am writing on behalf of the Freedom From Religion Foundation (FFRF) regarding Weatherford College's decision to donate public property to a religious school. FFRF is a national nonprofit organization with more than 38,000 members across the country, including more than 1,600 members and a local chapter in Texas. Our purposes are to protect the constitutional principle of separation between state and church, and to educate the public on matters relating to nontheism.

It is our understanding that Weatherford College recently "donated" 39 acres of property along with six buildings on the property to Community Christian School.¹ We are unable to ascertain the specifics of the conveyance, but it has been implied that this land was given to the school for free. We understand that Weatherford College "officially approved conveyance of the land at its Nov. 10 meeting."²

Community Christian School is a Christian school that "exists to serve families in Mineral Wells and the surrounding region by providing excellent, biblically integrated education..."³

Community Christian School mandates that "[a]n integration of Bible truth will be an inseparable and primary part of the total educational process. Christian concepts will be unified with, inseparable from, and central to the academic offerings."⁴ It also specifies that "[o]nly the Bible has the answers to man's needs and longings, and therefore will serve as our final authority on all questions."⁵ Its educational goals require its staff and students "[t]o lead non-Christians to Christ by teaching and example."⁶

¹https://www.weatherforddemocrat.com/news/local_news/ccs-to-hold-ribbon-cutting-on-former-fort-wolters-base/article_33adef7-e563-58a7-9fb4-9daa1d705853.html

² *Id.*

³ <http://www.ccsmw.org/about-us/mission.cfm>

⁴ <http://www.ccsmw.org/editoruploads/files/Parent%20Handbook22-23.pdf>

⁵ *Id.*

⁶ *Id.*

It appears that Weatherford College has donated public property to a private Christian school, which unconstitutionally enriches and advances religion at the expense of local taxpayers.

It is a fundamental principle of Establishment Clause jurisprudence that the government cannot favor religion. The Supreme Court has said, “The touchstone for our analysis is the principle that the ‘First Amendment mandates governmental neutrality between religion and religion, and between religion and nonreligion.’” *McCreary Cty v. ACLU*, 545 U.S. 844, 860 (2005), (quoting *Epperson v. Arkansas*, 393 U.S. 97, 104 (1968); *Everson v. Bd. of Educ. of Ewing*, 330 U.S. 1, 15–16 (1947); *Wallace v. Jaffree*, 472 U.S. 38, 53 (1985)).

The Establishment Clause prohibits the government from funding religious worship and proselytization, both of which regularly occur at Community Christian School. *See, e.g., Comm. For Pub. Educ. & Religious Liberty v. Nyquist*, 413 U.S. 756, 778–79 (1973) (striking down government-subsidized maintenance and repair of nonpublic schools); *Tilton v. Richardson*, 403 U.S. 672, 689 (1971) (holding that a 20-year ban on religious use of a taxpayer-funded building did not go far enough to ensure the grant would not advance religion); *Wirtz v. City of S. Bend*, 813 F.Supp.2d 1051, 1068 (N.D. Ind., 2011) (holding that a grant to a private religious school was unconstitutional).

In *Wirtz*, a federal court struck down a city’s donation of land to a religious school in exchange for public use of athletic facilities that the school planned to build on the land. The court explained that “[g]overnmental programs or actions that provide special benefits to specific religious entities are impermissible... [E]ither the state’s payments must reach religious institutions only indirectly through programs of purely private choice or religious institutions must be getting nothing more than [...] secular governmental services or supplies on the same terms and conditions as anyone else as part of a neutral program.” *Id.* at 1059 (internal citations omitted). Here, Weatherford College has apparently given public property to Community Christian School at no cost, providing a special benefit to Community Christian School.

The government cannot subsidize religion or dispense special financial benefits to religious organizations. The U.S. Supreme Court addressed a similar issue in *Texas Monthly Inc. v. Bullock*, 489 U.S. 1 (1989), when it ruled that an exemption from sales tax solely for religious publications violated the Establishment Clause. Giving special financial benefits to explicitly Christian entities, “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, 309–310 (2000) (quoting *Lynch v. Donnelly*, 465 U.S. 668, 688 (1984) (O’Connor, J., concurring)). When a public college transfers public land to a church for free it is impermissibly forcing taxpayers to support religion.

If our understanding of this matter is correct, Weatherford College has violated the Establishment Clause by enriching a religious school using public resources. Please respond to the following public records request.

Public Records Request

Pursuant to the Texas Public Information Act (§§ 552.001– 552.353), I request a copy of all records related to the conveyance of Weatherford College’s Mineral Wells campus, including the following:

- 1) All records relating to any property transfers between Weatherford College and Community Christian School;
- 2) Any contracts or agreements between Weatherford College and Community Christian School regarding any property transfers between the schools;
- 3) All correspondence, including email, between any Weatherford College representative and any representative of Community Christian School relating to any property transfers between the schools;
- 4) All receipts or other records of payment from Community Christian School to Weatherford College for any property transfers between the schools;
- 5) All records related to Weatherford College’s Board of Trustees discussing or approving any property transfers to Community Christian School.

If you choose to deny this request, please respond with a written explanation of the denial, including any references to applicable statutory exemptions relied upon.

If any of these records are available through electronic media, they may be e-mailed to at **chris@ffrf.org**. If I can provide any clarification that will help expedite your attention to my request, please contact me at 608-256-8900. I appreciate your time and attention to this request.

Sincerely,

A handwritten signature in blue ink that reads "Chris Line". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

Christopher Line
Staff Attorney
Freedom From Religion Foundation