

FREEDOM FROM RELIGION *foundation*

P.O. BOX 750 › MADISON, WI 53701 › (608) 256-8900 › WWW.FFRF.ORG

October 27, 2023

SENT VIA EMAIL & U.S. MAIL: cad2jc@jackson.sparcc.org

Superintendent Christopher DiLoreto
Jackson Local Schools
7602 Fulton Dr.
Massillon, OH 44646

Re: Unconstitutional elementary school religious club

Dear Superintendent DiLoreto:

I am writing on behalf of the Freedom From Religion Foundation (FFRF) regarding a constitutional violation occurring in Jackson Local Schools (JLS). FFRF is a national nonprofit organization with over 40,000 members across the country, including more than 1,000 members and local chapters in Ohio. Our purposes are to protect the constitutional principle of separation between state and church, and to educate the public on matters relating to nontheism.

A concerned parent reported that on September 26, 2023, and for the second year in a row, Lake Cable Elementary School allowed adult representatives of the Good News Club (GNC) to speak to students during the lunch hour in order to promote and encourage attendance at GNC. It is our understanding that the representatives had the opportunity to access and speak to over 400 students during the lunch period while on school property. Child Evangelism Fellowship, GNC's parent organization, "is a Bible-centered organization composed of born-again believers whose purpose is to evangelize boys and girls with the Gospel of the Lord Jesus Christ and to establish (disciple) them in the Word of God and in a local church for Christian living."¹ We are told that the GNC representatives promised students, including our complainant's children, that they would be given "candy and ice cream" if they join GNC.

Further, Lake Cable Elementary sent a GNC permission slip home with students that states that the permission slip is to be completed and returned to the Office Secretary at Lake Cable Elementary. Please see the enclosed photograph of the permission slip.

We write to request that JLS immediately investigate this situation and ensure that Lake Cable Elementary ceases allowing adult representatives of GNC unique access to students in order to recruit and indoctrinate them. Additionally, school resources cannot be used to promote or facilitate GNC.

It is inappropriate and unconstitutional for JLS to offer religious representatives unique access to elementary school students in order to recruit and proselytize them. The District cannot allow its schools to be used as recruiting grounds for religious missions. It is well-settled law that public schools may not show favoritism towards nor coerce belief or participation in religion. *See generally Santa Fe Indep. Sch. Dist. v. Doe*, 530 U.S. 290 (2000); *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

¹ Child Evangelism Fellowship, *About* (Dec. 14, 2022) <https://www.cefonline.com/about/>.

(1963); *Engel v. Vitale*, 370 U.S. 421 (1962); *McCullum v Bd. of Ed.*, 333 U.S. 203 (1948). By allowing adult representatives of GNC unique access to a captive audience of elementary school students, JLS has violated its students' constitutional right to be free from religious indoctrination in their public school and parents' rights to direct their children's religious or nonreligious upbringing.

Further, school religious clubs in public elementary schools are prohibited by the Constitution. For elementary schools, the Constitution's Establishment Clause dictates the extent to which religious student clubs are permissible. Absent the Equal Access Act, which does not apply to elementary schools, the Establishment Clause prohibits religious clubs, because elementary students are too young to run a club on their own initiative with no input from school staff or outside adults, and school employees or outside adults may not organize a religious club for students. While Lake Cable Elementary may allow a religious group to rent space at the school pursuant to a neutral facility use policy, it may not involve itself in the running of those religious clubs, including by distributing and collecting permission slips. JLS cannot allow itself to be made responsible for the GNC's liability requirements.

It appears that the GNC at Lake Cable Elementary claims to be run by an outside group using school property during non-instructional hours. Even if this is true, the GNC still must satisfy the rules and regulations for rental of school property. *See generally Good News Club v. Milford Central School*, 533 U.S. 98 (2001). Even if the GNC is properly renting space at Lake Cable Elementary for its meetings, the school cannot promote this religious club, allow the club to use school resources to promote itself, request that JLS employees assist in facilitating the club, or allow JLS employees to promote or advertise the club in any way.

JLS must commence an immediate investigation into this matter and ensure that Lake Cable Elementary ceases allowing GNC representatives to recruit and proselytize students. Additionally, any meetings held by GNC or other religious groups on school property cannot be promoted, sponsored, or facilitated by JLS and must be completely separate from the school day. Please respond in writing with the steps JLS is taking to remedy this constitutional violation so that we may inform our complainant. Thank you for your time and attention.

Sincerely,

A handwritten signature in black ink that reads "Samantha F. Lawrence". The signature is written in a cursive style with a large, stylized initial "S".

Samantha F. Lawrence
Anne Nicol Gaylor Legal Fellow
Freedom From Religion Foundation

Enclosure

Attention Parent/Guardian

Please review this Good News Club Participation Policy and Agreement

This signed **participation agreement** along with the **registration form (front side)** must be turned in before your child or children attend the Good News Club.

Child's Name _____ Grade _____

GNC PARTICIPATION AGREEMENT:

I acknowledge that participation in the activity described above involves risk to the participant (and to the participant's parents or guardians, if the participant is a minor), and may result in various types of injury including, but not limited to, the following: sickness, exposure to infectious/communicable **disease, bodily injury, death, emotional injury, personal injury, property damage, and financial damage.**

In consideration for the opportunity to participate in the activity described above (the "activity"), the participant (or parent/guardian if the participant is a minor) acknowledges and accepts the risks of **injury associated with participation in and transportation to and from the activity. The participant (or parent/guardian) accepts personal financial responsibility for any injury or other loss sustained during the activity or during transportation to and from the activity, as well as for any medical treatment rendered to the participant that is authorized by the sponsor or its agents, employees, volunteers, or any other representatives (collectively referred to as the "activity sponsor"). Further, the participant (or parent/guardian) releases and promises to indemnify, defend, and hold harmless the activity sponsor for any injury arising directly or indirectly out of the described activity or transportation to and from the activity, whether such injury arises out of the negligence of the activity sponsor, the participant, or otherwise.**

Parent/Guardian Signature: _____ Date: _____

Parent/Guardian Printed Name: _____

OPTIONAL Photography and Video Release

Child Evangelism Fellowship® may, from time to time, document the activities of the ministry with photos or videos.

I hereby assign and grant to Child Evangelism Fellowship Inc., its subsidiaries and successors, and assign the unqualified right to the ownership, use and proceeds of all photographs or video of me or my minor child, without reservation or limitation, including use of photographs or video of me or my minor child for, but not limited to, advertising, educational and promotional purposes.

Parent/Guardian Signature: _____ Date: _____

Parent/Guardian Printed Name: _____

Child's Name: _____

Please return completed form to Office Secretary at Lake Cable Elementary