

FREEDOM FROM RELIGION *foundation*

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

March 31, 2025

SENT VIA EMAIL & U.S. MAIL: pratta@vailschooldistrict.org; kingchr@vailschooldistrict.org; tippette@vailschooldistrict.org; andersonj@vailschooldistrict.org; bustere@vailschooldistrict.org

Board President Allison Pratt
Vail School District Governing Board
13801 E. Benson Hwy. #B
Vail, AZ 85641

Re: Unconstitutional preferential agreement with church

Dear Board President Pratt & Board Members:

I am writing on behalf of the Freedom From Religion Foundation (FFRF) regarding a constitutional violation set to occur in the Vail Unified School District. FFRF is a national nonprofit organization with over 42,000 members across the country, including more than 1,100 members and a chapter in Arizona. Our purposes are to protect the constitutional principle of separation between state and church, and to educate the public on matters relating to nontheism.

Several concerned community members, including at least one parent, have reported that the Vail School District Governing Board (the Board) recently voted to enter an agreement with the Church of Jesus Christ of Latter-Day Saints (CHC) to build a new structure on District property for CHC's benefit. Per the Donation and Lease Agreement, the approximately 1,300 square foot structure will be for the "nonexclusive use as a seminary classroom for students of Cienega High School."¹ The Board's March 25, 2025 meeting agenda further explains the space will be utilized by the church "for their Release-Time Seminary Classes at Cienega High School."²

CHC plans to donate funds to the District for the seminary school, and in exchange the District will construct the seminary school on public property and lease the school to the church long-term for the nominal fee of \$100 rent and \$500 for utilities per month. That means the church will be renting a 1,300 square foot building from the District for a mere \$7,200 per year. According to the Agreement, CHC "shall be an intended third-party beneficiary of the construction contract" for the seminary school. The Agreement gives the church the right to use the building as a seminary school from 6am to 6pm on weekdays for the entire duration of the initial ten-year lease.³

The Board must immediately terminate its agreement with CHC. Public school districts cannot use public resources to benefit favored churches or assist churches in carrying out religious release-time classes.

The First Amendment prohibits public schools from favoring religion over nonreligion, or one particular religion over others. *See generally Santa Fe Indep. Sch. Dist. v. Doe*, 530 U.S. 290 (2000); *Lee v. Weisman*, 505 U.S. 577

¹ Donation and Lease Agreement, <https://bit.ly/4l9C8Yn>.

² March 25, 2025 Meeting Agenda, <https://go.boarddocs.com/az/vail/Board.nsf/Public>.

³ The Agreement further outlines an option to extend the lease beyond the initial decade-long term for an additional nine years and six months.

(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). Here, the Board is undeniably providing favored treatment to the Mormon church. The Board has gone out of its way to concoct a deal to assist CHC in building a release-time seminary school on public property next to a public high school, and the Board will lease the building to the church for at least ten years, if not two decades, for an extremely low fee. This crosses the constitutional line.

Further, expending public resources to support release-time instruction is itself a constitutional violation. *See, e.g., Doe v. Porter*, 370 F.3d 558 (6th Cir. 2004) (striking down school's allowance of private group's bible instruction in public school buildings, in case brought by FFRF); *HS v. Huntington Cnty. Comty.. 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 violated the Establishment Clause); *Doe by Doe v. Shenandoah Cnty. Sch. Bd.*, 737 F. Supp. 913 (W.D. Va. 1990) (issuing temporary restraining order against school finding that allowing buses used for religious instruction to be parked in front of the school violated the Establishment Clause). As the Agreement details, the Board and District are explicitly expending public resources to support the church's release-time instruction in direct violation of the Constitution. Similar to *Porter*, the Board will allow CHC to teach release-time instruction on District property for the purpose of indoctrinating students.

Finally, the Board's actions send a clear message that it favors students who are members of the Mormon church. This unconstitutional agreement marginalizes all students, families, and community members—including several of our complainants—who are part of the thirty-seven percent of the American population that is non-Christian, including the almost 30 percent⁴ who are nonreligious. At least a third of Generation Z (those born after 1996) have no religion⁵, with a recent survey revealing almost half of Gen Z qualify as “nones” (religiously unaffiliated).⁶

We request that the Board immediately terminate its Agreement with CHC. Please inform us in writing of the steps the Board takes to address this constitutional violation so that we may inform our complainants. Thank you for your time and attention to this matter.

Sincerely,



Samantha F. Lawrence
Staff Attorney
Freedom From Religion Foundation

⁴ Gregory A. Smith, *Religious 'Nones' in America: Who They Are and What They Believe*, Pew Research Center, Jan. 24, 2024, <https://www.pewresearch.org/religion/2024/01/24/religious-nones-in-america-who-they-are-and-what-they-believe/>.

⁵ Samuel J. Abrams, *Perspective: Why even secular people should worry about Gen Z's lack of faith*, Deseret News (Mar. 4, 2023), www.deseret.com/2023/3/4/23617175/gen-z-faith-religious-nones-civic-life-volunteers-charity.

⁶ 2022 Cooperative Election Study of 60,000 respondents, analyzed by Ryan P. Burge, www.religioninpublic.blog/2023/04/03/gen-z-and-religion-in-2022/.