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August 4, 2020

By U.S. Mail & Email

Kathryn Zanin, Superintendent
Winslow Unified School District #1
P.O. Box 580
Winslow, AZ 86047
c/o jsanderlin@wusd1.org

School Board

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Winslow Unified School District #1
P.O. Box 580
Winslow, AZ 86047

Re: *District Back to School meeting full of religious proselytizing*

Dear Ms. Zanin and members of the School Board:

We have received complaints from more than a dozen members of the faculty and staff of Winslow Unified School District #1 regarding the school district's July 30, 2020, Back to School Kick Off event. The district invited *nine* Christian pastors to speak at the event, functionally turning it into a church service. For an hour and a half these pastors proselytized the assembled staff, quoting the Bible, delivering prayers, telling staff that God would protect them from COVID-19, and asking staff to raise their hands if they believe in God. The District's programming violates the Establishment Clause of the First Amendment to the U.S. Constitution; and given that this violation is so clearly established under the law, we must assume that the violation was intentional. What is more, most of those who complained to us described the event as mandatory, which only exacerbates the violation. The Winslow Unified School District has both the legal and moral obligation to respect the beliefs of all students, staff members, and their families. The Back to School Kick Off did just the opposite. We therefore demand that you immediately issue an apology to all district staff and that you agree in writing that the District, its schools, and its school officials will not incorporate religious content into future school activities.

The Establishment Clause prohibits the public schools from taking any action that communicates “endorsement of religion.” *Santa Fe Indep. Sch. Dist. v. Doe*, 530 U.S. 290, 305 (2000). And “[i]t is beyond dispute that, at a minimum, the Constitution guarantees that government may not coerce anyone to support or participate in religion or its exercise.” *Lee v. Weisman*, 505 U.S. 577, 587 (1992).

Accordingly, it is unconstitutional for the school district to offer prayer or to communicate proselytizing messages at events for school employees. In *Warnock v. Archer*, 388 F.3d 1076, 1080-81 (8th Cir. 2004), for example, the court specifically held that a school district violated the Establishment Clause by including prayers at in-service-trainings and faculty meetings. The court concluded that prayers at those events convey impermissible governmental endorsement of a particular “religious position.” *Id.* at 1080; *see also, e.g., Milwaukee Deputy Sheriffs’ Ass’n v. Clarke*, 588 F.3d 523, 528-29 (7th Cir. 2009) (proselytizing presentations by invited private citizens at meetings of sheriff’s department violated Establishment Clause); *Mellen v. Bunting*, 327 F.3d 355, 371-72 (4th Cir. 2003) (mealtime prayers at state-operated military college held unconstitutional); *Venters v. City of Delphi*, 123 F.3d 956, 970 (7th Cir. 1997) (Establishment Clause prohibits public employers from proselytizing their employees in workplace).

Nor does it matter that the religious speech in this instance was delivered by private parties. The District is responsible for the messages of speakers whom it chooses to invite as presenters, regardless of whether they are school employees. *See, e.g., Lee v. Weisman*, 505 U.S. 577, 587 (1992) (prayers delivered by invited clergy at public-school graduations “creat[e] a state-sponsored and state-directed religious exercise in a public school”); *McCullum v. Bd. of Educ.*, 333 U.S. 203, 209, 210 (1948) (Establishment Clause prohibits public-school religion classes taught by private-school teachers because they are “a utilization of the tax-established and tax-supported public school system to aid religious groups to spread their faith”); *Doe v. S. Iron R-1 Sch. Dist.*, 498 F.3d 878, 883 (8th Cir. 2007) (permitting outside group to distribute Bibles to students in school “raises ... grave[] Establishment Clause concerns”); *Doe v. Porter*, 370 F.3d 558, 562, 563 (6th Cir. 2004) (inviting Bible-college staff to conduct proselytizing Bible-study class in public school “sends a clear message of state endorsement of religion”); *see also Clarke*, 327 F.3d at 528-29 (sheriff violated Establishment Clause by inviting private religious speakers to proselytize employees). You chose to present religious messages to your employees, in flagrant violation of their constitutional rights. The law holds you responsible for that choice.

Within fourteen days of receiving this letter, please confirm to us in writing that you have issued an apology to all district staff and that you have agreed you will not include religious content in future district activities. In the absence of such assurances and actions, then we will be forced to conclude that you intend to continue this unconstitutional behavior in the future and will respond accordingly. If you have any questions, you may contact Kenneth Upton at (202) 466-3234 or upton@au.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth D. Upton, Jr.", with a large, stylized flourish at the end.

Richard B. Katskee, Legal Director
Kenneth D. Upton, Jr., Senior Litigation Counsel
Ian Smith, Staff Attorney