

December 9, 2025

By U.S. Mail & Email

The Honorable Lori Chavez-DeRemer
Department of Labor
Office of the Secretary
200 Constitution Ave NW
Washington, DC 20210
c/o Contact-SOL@dol.gov

Re: *Secretary's Prayer Service*

Dear Madam Secretary:

We have received multiple complaints about tomorrow's scheduled "inaugural Secretary's Prayer Service. The Department of Labor's Center for Faith sent departmental employees an email inviting them to the prayer service. Department of Labor employees subscribe to a variety of faiths, and some surely subscribe to no faith at all. The Department—indeed, the Secretary herself—hosting an official prayer ceremony disrespects those beliefs, tells employees that the Department of Labor favors a particular religion, and puts pressure on employees to attend a religious ceremony. Moreover, a government office hosting a prayer meeting violates the Establishment Clause of the First Amendment to the U.S. Constitution. We ask that you cancel this event and refrain from scheduling future religious services.

The Supreme Court explained in *Engel v. Vitale*, 370 U.S. 421, 432 (1962), that the Establishment Clause was in part based "upon an awareness of the historical fact that governmentally established religions and religious persecutions go hand in hand." Our founding generation knew "from bitter personal experience, that one of the greatest dangers to the freedom of the individual to worship in his own way lay in the Government's placing its official stamp of approval upon one particular kind of prayer or one particular form of religious services." *Id.* Accordingly, the Establishment Clause's "first and most immediate purpose rested on the belief that a union of government and religion tends to destroy government and to degrade religion." *Id.* at 431. "The Establishment Clause thus stands as an expression of principle on the part of the Founders of our Constitution that religion is too personal, too sacred, too holy to permit its 'unhallowed perversion' by a civil magistrate." *Id.* at 431-32 (quoting *Memorial and Remonstrance against Religious Assessments*, II Writings of Madison, at 187).

The Establishment Clause therefore requires a “wholesome ‘neutrality’” with respect to religion, which “stems from a recognition of the teachings of history that powerful sects or groups might bring about a fusion of governmental and religious functions,” which “the Establishment Clause prohibits.” *Abington Sch. Dist. v. Schempp*, 374 U.S. 203, 222 (1963). Specifically,

[g]overnment in our democracy, state and national, must be neutral in matters of religious theory, doctrine, and practice. It may not be hostile to any religion or to the advocacy of no[n]religion; and it may not aid, foster, or promote one religion or religious theory against another or even against the militant opposite. The First Amendment mandates governmental neutrality between religion and religion, and between religion and nonreligion.

Epperson v. Arkansas, 393 U.S. 97, 103-04 (1968); accord *McCreary County v. ACLU of Kentucky*, 545 U.S. 844, 875-76 (2005) (reaffirming, based on history of religious conflict in England and the American colonies, that “the government may not favor one religion over another, or religion over irreligion”); *Cath. Charities Bureau, Inc. v. Wisconsin Lab. & Indus. Rev. Comm’n*, 605 U.S. 238, 248 (2025) (“[T]he fullest realization of true religious liberty requires that government refrain from favoritism among sects,” as “[g]overnment actions that favor certain religions . . . convey to members of other faiths that they are outsiders, not full members of the political community” (internal quotation marks and citations omitted)).

The Supreme Court has emphasized that “the Establishment Clause must be interpreted ‘by reference to historical practices and understandings,’” and that the “‘line’ . . . ‘between the permissible and the impermissible’ has to ‘accor[d] with history and faithfully reflec[t] the understanding of the Founding Fathers.’” *Kennedy v. Bremerton Sch. Dist.*, 142 S. Ct. 2407, 2428 (2022) (quoting *Town of Greece v. Galloway*, 572 U.S. 565, 577 (2014) (alterations in original)). The Supreme Court recently clarified that this kind of historical analysis does not “suggest a law trapped in amber” but instead requires “applying faithfully the balance struck by the founding generation to modern circumstances.” *U.S. v. Rahimi*, 144 S. Ct. 1889, 1897-98 (2024) (internal quotations omitted).

The Department of Labor hosting an official prayer service contravenes both history and the law. Federal courts have repeatedly invalidated governmental entities’ attempts to host religious activities, as well as governmental support for private religious activities. See, e.g., *Milwaukee Deputy Sheriffs’ Ass’n v. Clarke*, 588 F.3d 523, 528-29 (7th Cir. 2009) (sheriff’s department violated Establishment Clause by hosting religious presentation by private group at official department event); *Doe v. Vill. of Crestwood*, 917 F.2d 1476, 1478–79 (7th Cir. 1990) (concluding that city must not hold Mass during town-sponsored festival because “[a] religious service under governmental auspices necessarily conveys the message of approval”); *Gilfillan v. City of Phila.*, 637 F.2d 924, 930-31, 933-34 (3d Cir. 1980) (concluding

that Establishment Clause prohibited city's collaboration with Catholic archdiocese and its monetary support for Pope's visit and mass); *Newman v. City of East Point*, 181 F. Supp. 2d 1374, 1381-82 (N.D. Ga. 2002) (concluding that city violated Establishment Clause when it printed and distributed fliers advertising private prayer breakfast).

The Department of Labor must not host religious events and activities. Please cancel tomorrow's service and refrain from such conduct in the future. We would appreciate a response to this letter by close-of-business today that advises us how you plan to proceed. If you have questions, you may contact Ian Smith at (202) 466-3234 or ismith@au.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ian Smith", with a stylized flourish at the end.

Ian Smith, Staff Attorney