



# Elementary School OKs "Pride" Club, Rejects "Prayer" Group

When an 11-year-old student at Creekside Elementary School in Sammamish, Washington, asked permission in February to start a voluntary prayer group, she was told by her school's principal: "I am sorry ... I just can't tell you what you want to hear ... we can't allow it."

But the same principal approved just a week earlier a "Pride" club.

That's when First Liberty Institute (FLI), a public-interest law firm specializing in such blatant cases of religious discrimination, entered the picture.



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The district's policies of discrimination and hypocrisy are on full display on the school's website. It bowed its collectivist knee to the ideology of DEI — diversity, equity, and inclusion:

We are dedicated to identifying and removing bias and systemic institutional barriers ... to creating equitable outcomes ... and to create ... inclusive learning environments....

But it then revealed, "We are committed to raising the achievements of all learners regardless of ... religion...."

Said Kayla Toney, associate counsel at FLI:

Denying the formation of a religious student club while allowing other clubs violates the Constitution.

School officials at Creekside Elementary are engaged in religious discrimination against an eleven-year-old girl who simply wants to pray, feel support from other religious friends, and do community service.

In Coach Kennedy's case [Kennedy v. Bremerton School District] just a short drive away in Bremerton, the Supreme Court held that students and staff can pray at school—and to prohibit them violates the First Amendment.

The law firm <u>fired off a letter on Tuesday</u> to the school principal, noting that it had "successfully represented Coach Joseph Kennedy at the United States Supreme Court. In that case, the Supreme Court made clear that the Free Exercise Clause [of the First Amendment] protects religious practices by both students and employees in public school settings."

The firm was prepared to go to bat for the student, along with a friend who supported her efforts and their parents:







We represent two students at Creekside Elementary School, L.A.W. and J.W., who want to start an interfaith prayer club at their school.

Unfortunately, Creekside Elementary School Principal Amy Allison refused L.A.W. and J.W.'s interfaith prayer club while permitting other, non-religious clubs to meet.

Such anti-religious discrimination violates the First Amendment's free exercise and free speech clauses.

We write to request the immediate approval of L.A.W. and J.W.'s request to start an interfaith prayer club.

The letter reviewed for the principal the key role she played in dismissing the students' request for a prayer club:

Principal Allison told L.A.W. that she could not have an interfaith student prayer club, but that L.A.W. "could fill out an application to pay to use the school after school; I would allow that."

When L.A.W. asked why she would have to pay as an outside group when there are other student clubs who don't have to pay, Principal Allison responded, "I am sorry, [L.], I just can't tell you what you want to hear," and "we can't allow it."

FLI's letter, addressed to Principal Allison and the district's board of directors, was direct: "As the Supreme Court's holding in *Kennedy v. Bremerton School District* made clear, the First Amendment protects the ability of students and employees to express their faith in public schools." It elaborated:

These First Amendment protections extend to elementary school students expressing their sincere religious beliefs through voluntary clubs—including L.A.W. and J.W.

Yet [you and] the Issaquah School District flouted its First Amendment obligations when Creekside refused to allow a student-led interfaith prayer club. Its [and your] unlawful action violates both the Free Exercise Clause and the Free Speech Clause....

The Pride Club began operating the same month that L.A.W. and J.W. wanted to begin their interfaith prayer club. Thus [you and] Creekside [are] treating non-religious clubs more favorably than a religious club....

By singling out a religious club and providing it inferior access to school resources than what it provides to other noncurricular groups, the District shows a hostility to religion that violates the Free Exercise Clause [of the First Amendment].

The letter then addressed the issue of having the students pay extra for the use of school facilities:

Principal Allison's suggestion that L.A.W. could apply and pay to use the school's facilities as if she were an outside organization is an unlawful sidestep of the law's requirements.

As the Supreme Court has repeatedly held, religious clubs must be afforded the same recognition, access, and rights as other noncurricular clubs.



#### Written by **Bob Adelmann** on April 10, 2024



Principal Allison has two weeks to respond favorable to FLI's request:

This is a time-sensitive matter. No later than April 22, 2024, please provide your written assurances that the Issaquah School District and Creekside Elementary School will approve our clients' request to start a prayer club and permit the club to begin meeting no later than April 29, 2024.

If we do not hear from you and receive those assurances by that time, we will proceed as our clients direct, likely pursuing all available legal remedies.

It should be noted that when Bremerton School District refused to settle the matter with Coach Kennedy amicably out of court, it cost that school district \$1.7 million in legal fees to FLI.





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