

**IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF MISSOURI  
CENTRAL DIVISION**

AMERICAN HUMANIST	)	
ASSOCIATION, G.H., by and through his	)	
next friend, Shelly Marie Johnson, and	)	
JOHN DOE,	)	
	)	No. 13-CV-04242-NKL
Plaintiffs,	)	
	)	
v.	)	
	)	
FAYETTE R-III SCHOOL DISTRICT,	)	
DARREN RAPERT, in his individual	)	
capacity, and GWEN POPE, in her	)	
individual capacity,	)	
	)	
Defendants.	)	

**CONSENT DECREE AND AGREED JUDGMENT**

The parties jointly move for entry of a Consent Decree and Agreed Judgment. [Doc. # 141]. Having been advised that the parties have agreed to the terms of this Consent Decree and Agreed Judgment, and the Court having been further advised of the premises, the parties’ motion is GRANTED, and the Court finds and orders as follows:

1. On November 20, 2013, Plaintiffs American Humanist Association, G.H. by and through his next friend Shelly Marie Johnson, and John Doe (collectively “Plaintiffs”) filed a Verified Complaint (“Complaint”) asserting claims pursuant to 42 U.S.C. § 1983 against Defendants Fayette R-III School District, Darren Rapert, in his individual capacity, and Gwen Pope, in her individual capacity (collectively “Defendants”).

2. Plaintiffs' Complaint alleges multiple violations of the Establishment Clause of the First Amendment of the United States Constitution as applied to Missouri through the Fourteenth Amendment.

3. This Court has jurisdiction and venue of this action pursuant to 28 U.S.C. §§ 1331, 13143(a)(3), and 1392(b)(2).

4. One of the Plaintiffs' allegations is that on May 3, 2013, the following announcement occurred over the Fayette High School public address system: "Friday morning devotionals in Mrs. Pope's room." The content of the May 3, 2013 announcement was substantially the same as other announcements made prior to May 3, 2013. In the context of the May 3, 2013 announcement, and the other substantially similar announcements, the individual Plaintiffs believed that the Fayette R-III School District was promoting Christian religious activity. The May 3, 2013 announcement and other substantially similar announcements were a violation of the Establishment Clause of the First Amendment of the United States Constitution.

5. Defendants deny all other allegations contained in Plaintiffs' Complaint.

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. The Fayette R-III School District shall, prior to the commencement of the 2014-2015 academic school year, amend its "Announcements" provisions contained in its 2014-2015 Student Teacher Handbook to read as follows:
  - a. "Any extracurricular student group or organization may request that an announcement be made on the group's behalf during the non-instructional time

- from when the school doors first open, at or around 7:30 a.m., until the first bell rings, at approximately 7:50 a.m.”
- b. “Any other announcements for extracurricular student groups must be provided in writing to the Fayette High School secretary by a student prior to 10:00 a.m. of the day on which the announcement is to be made. Said announcements will be made during the beginning of the 8<sup>th</sup> period.”
  - c. “All announcements, whether they are made during the pre-school non-instructional time or during 8th period must be in writing, and, to the extent the announcement complies with the other provisions of this section, will be read verbatim by the school principal or someone authorized by the school principal to read the announcements for that day.”
  - d. “If the announcement is for an extracurricular student group that may be conducting a religious activity at its meeting (e.g. prayer, reading of faith-based materials, reading of sacred texts) the announcement cannot identify the religious activity that will take place, and must only include the name of the organization, the time the organization will be meeting, and the location of the meeting, and if the meeting is on the Fayette High School campus the location shall be identified by room number and not by the name of the faculty sponsor in whose room the religious activity is occurring.”
2. The Fayette R-III School District shall, prior to the commencement of the 2014-2015 academic school year, amend its “Club Day” provisions contained in its 2014-2015 Student Teacher Handbook to read as follows:

- a. “The sponsors of all extracurricular student groups or organizations will schedule club meetings on an as needed basis. Student officers of the extracurricular student groups or organizations must check with and receive approval from the group’s sponsor prior to scheduling these meetings.”
  - b. “All extracurricular student groups or organizations are allowed to meet on school grounds anytime from when the school doors first open, at or around 7:30 a.m., until the first bell rings, at approximately 7:50 a.m.”
  - c. “Nothing in this provision shall be construed to prohibit students, including students from a student group or organization, from informally gathering or meeting in the common areas of Fayette High School so long as such gathering or meeting is consistent with the Fayette R-III School District’s Student Code of Conduct.”
3. The Fayette R-III School District shall, prior to the commencement of the 2014-2015 academic school year, amend Section C of its Teacher-Insert for its 2014-2015 Student Teacher Handbook to include the following language:
  - a. “Any faculty sponsor or Fayette R-III School District employee who is present during a meeting of an extracurricular student group that may be conducting a religious activity during a meeting shall not participate in any way in the religious activity.”
  - b. “Any Fayette R-III School District employee shall not place personal religious materials or relics in a place where students are likely to see the same.”

- c. “However, typical jewelry on a Fayette R-III School District employee’s person or ordinary clothing or religious articles worn by the employee (e.g. yarmulke and a cross necklace), as otherwise allowed by law, are permissible. Nothing herein shall prohibit a teacher from using religious symbols, articles, or books for a non-religious educational reason, as otherwise allowed by law.”
4. The changes to the Student-Teacher Handbook will remain in place until the conclusion of the 2018-2019 School Year. However the Fayette R-III School District will be able to modify the language described in this Agreed Judgment during this period if it shows good cause and gets approval from the Court.
5. The terms of this decree shall be enforceable in this Court and any other court with proper jurisdiction, and all parties to the decree shall have standing to enforce its provisions.
6. The Fayette R-III School District shall be permanently enjoined from promoting prayer or religious activity as prohibited by the First Amendment. The Fayette R-III School District shall also be permanently enjoined from allowing faculty sponsors of student clubs to actively participate in any prayer or religious activity conducted by said clubs, and from allowing faculty sponsors of student religious clubs to participate in any way in the activities of said clubs beyond limited supervision specified by the Equal Access Act 20 U.S.C. § 4071.
7. The Defendants or their insurer or insurers shall pay Plaintiffs’ attorneys fees in the amount of \$41,000 directly to the Plaintiffs’ attorneys. Each party shall otherwise bear its own costs.

It is further ORDERED that this case is hereby DISMISSED, with prejudice.

s/ NANETTE K. LAUGHREY

NANETTE K. LAUGHREY  
United States District Judge

Dated: May 19, 2014  
Jefferson City, Missouri