UNITED STATES DISTRICT COURT DISTRICT OF RHODE ISLAND

CHILD EVANGELISM FELLOWSHIP)
OF RHODE ISLAND, INC.,)
Plaintiff,))
V.) No
PROVIDENCE PUBLIC SCHOOL DISTRICT and DR. JAVIER MONTAÑEZ,))
in his official capacity as Superintendent of)
Providence Public School District,)
)
Defendants.)

VERIFIED COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF AND DAMAGES

Plaintiff, CHILD ENVANGELISM FELLOWSHIP OF RHODE ISLAND, INC. ("CEF Rhode Island"), sues Defendants, PROVIDENCE PUBLIC SCHOOL DISTRICT and DR. JAVIER MONTAÑEZ, in his official capacity as Superintendent of Providence Public School District, and alleges:

INTRODUCTION

- 1. For nearly two years, Defendant Providence Public School District has blocked Plaintiff CEF Rhode Island from hosting its elementary school Good News Clubs in District facilities that are open to other organizations. The District's policies of unequal access and hostility to CEF Rhode Island's religious message violate the Constitution and have denied the District's elementary school students access to free, positive, and character-building Good News Clubs that enrich countless student's lives in other Rhode Island school districts and throughout the country.
- 2. CEF Rhode Island seeks a judgment declaring the District's discriminatory use policies unconstitutional, facially and as-applied, under the Speech, Establishment, and Free

Exercise Clauses of the First Amendment to the United States Constitution and the Equal Protection Clause of the Fourteenth Amendment. CEF Rhode Island also seeks preliminary and permanent injunctions against the District's enforcement of the policies, together with damages, costs, and attorney's fees.

PARTIES

- 3. Plaintiff, CEF Rhode Island, is a Christian non-profit organization incorporated under the laws of Rhode Island and having its principal place of business in Rhode Island.
- 4. Defendant District (sometimes herein "PPSD") is the governing body for public schools in Providence, Rhode Island having its principal place of business at 797 Westminster Street, Providence, Rhode Island 02903.
- 5. Defendant Superintendent is the Superintendent of the District and is sued in his official capacity.

JURISDICTION AND VENUE

- 6. This action arises under the First and Fourteenth Amendments to the United States Constitution and is brought under 42 U.S.C. § 1983. In violating CEF Rhode Island's constitutional rights, Defendants acted under color of the statutes, ordinances, regulations, customs, usages, or other laws of the State of Rhode Island and the Providence Public School District.
 - 7. The Court has jurisdiction under 28 U.S.C. § 1331.
- 8. Venue is proper under 28 U.S.C. § 1391(b) because Defendants reside in the district, and a substantial part of the events or omissions giving rise to CEF Rhode Island's claims occurred in the district.

- 9. The Court is authorized to grant declaratory judgment under the Declaratory Judgment Act, 28 U.S.C. §§ 2201–02, implemented through Rule 57, Fed. R. Civ. P., and is authorized to grant injunctive relief under Rule 65.
- 10. The Court is authorized to grant CEF Rhode Island's prayer for costs, including a reasonable attorney's fee, under 42 U.S.C. § 1988.

GENERAL ALLEGATIONS

A. CHILD EVANGELISM FELLOWSHIP'S GOOD NEWS CLUBS

- 11. CEF Rhode Island is a subsidiary of Child Evangelism Fellowship Inc. ("CEF Inc."), an international non-profit children's ministry (incorporated in Missouri) working around the world. CEF Inc. works through local subsidiaries, like CEF Rhode Island, to positively impact the lives of children and their families by establishing Good News Clubs in elementary and middle schools, lead by local community volunteers.
- 12. Good News Clubs are afterschool enrichment programs providing religious and other teaching and activities to encourage learning, spiritual growth, and service to others, as well as social, emotional, character, and leadership development. There are currently more than 4,800 Good News Clubs in public elementary and middle schools across the United States, including several in Rhode Island school districts.
- 13. Good News Clubs typically meet once per week, immediately after school, and are lead by trained and vetted volunteer teachers. Good News Clubs welcome all children without charging any fee and without regard for religious background or belief, requiring only written permission from parents.
- 14. Because participating children are never charged a fee or required to engage in fundraising, Good News Clubs have limited financial resources and rely on charitable

donations to cover operating expenses such as insurance, books, refreshments, and training and background checks for adult volunteers.

15. Good News Clubs meet on school campuses for the safety and convenience of students and their families. It is often difficult or impossible for parents to arrange transportation of their children from school to off-campus locations to attend Good News Clubs, and parents do not want to expose their children to the potential risks of walking or being transported by others off campus. The Good News Clubs themselves cannot afford the expense of maintaining or providing transportation to off-campus locations.

B. THE DISTRICT'S FACILITY USE POLICIES

- 16. The use of District facilities by outside organizations is governed by a collection of policies (the "Use Policies") comprising written policies adopted by the District School Board, written implementing regulations developed by the District Superintendent, and unwritten rules applied by the Superintendent and other District personnel.
- 17. The written Use Policies include Board Policy 912, Community Use of School Facilities, and its implementing regulations, Procedure for the Use of School Facilities (the "912 Regulations"), and Board Policy 603, Community Partnership. True and correct copies of Board Policy 912, the 912 Regulations, and Board Policy 603 are attached hereto as Exhibit A, Exhibit B, and Exhibit C, respectively.¹

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All District School Board Policies are available on the District website at https://providencepublic.ic-board.com/ ("Policies & Regs" link). The Superintendent's 912 Regulations are available at https://www.providenceschools.org/Page/344 ("Regulations for the Use of School Facilities" link).

18. Board Policy 912 provides, in pertinent part:

Purpose and Scope Guidelines and	The Providence School Board believes the Providence School Buildings are an integral part of the local Community. The Board recognizes there are many demands for the use of school buildings by the community and is committed to providing access to the buildings in a responsible manner. The Superintendent will develop administrative regulations to		
Implementation Strategies	 implement the Community Use of School Facilities policy. The School Board authorizes the Superintendent to develop procedures that will ensure: Responsible use of School facilities through an application and contracting process that includes disclosure of use, time, guidelines, and delineation of responsibilities; Priority for Providence School activities for students 		
	 and parents; No financial burden to the district through use of a fee structure for building use, and a fee for all other costs incurred by the district, i.e., custodial; Indemnity for the Providence School Department from liability proceedings by requiring liability insurance as part of the contracting process. 		
Compliance with Laws, Confidentiality Requirements	The Superintendent will ensure that all PPSD employees and all PPSD contractors comply fully with all applicable laws, rules, and regulations, and with all Board policies		

(Ex. A.)

19. The 912 Regulations, implementing Board Policy 912, provide specific facility use rules "for <u>any</u> activity that is not a part of the regular school program and takes place at a school building/facility," including application, approval, fee, insurance, and indemnification requirements. (Ex. B at 1–2.) A school's principal must preliminarily approve the scheduling of school building use, but final approval or disapproval of any application is the responsibility of the "support services administrator . . . as the agent of the

Superintendent." (Ex. B at 2.) A true and correct copy of the District's "Rental of School Facilities Application" required by the 912 Regulations is attached hereto as Exhibit D.²

- 20. The 912 Regulations reserve to the support services administrator "the right to disapprove any application due to prior record of misuse, outstanding balances owed to the Providence School Department for prior events, or actions that do not conform to Providence School Department Policies." (Ex. B at 1.) The 912 Regulations provide no other grounds for disapproval of any applicant who otherwise complies with all application and other requirements.
- 21. In contrast to Board Policy 912 and the 912 Regulations, governing use of school facilities by unaffiliated community members and groups, Board Policy 603 governs "Community Partnerships" between the District and "[o]rganizations that have contracts or formal agreements with PPSD to provide program support services for students before, during, and/or after the school day." (Ex. C at 1.) Any such organization in a Community Partnership with the District under a contract or memorandum of understanding (MOU) is a "Partner" or "Provider" under Board Policy 603. (Ex. C at 2.)
- 22. Board Policy 603 directs the Superintendent to "develop administrative regulations for Community Partnerships across District schools" addressing, *inter alia*, Partner/Provider project proposals, signed contracts or MOUs, use of school facilities, and disqualification.

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² The application is also available on the District website at https://www.providenceschools.org/Page/344 ("Rental of School Facilities Application" link).

- (Ex. C at 2–3.) True and correct copies of the Board Policy 603 project proposal form and MOU template are attached hereto as Exhibit E and Exhibit F, respectively.³
- 23. Like Board Policy 912, Board Policy 603 requires the Superintendent to "ensure that all PPSD personnel and all PPSD contractors comply fully with all applicable laws, rules, and regulations, and with all Board policies." (Ex. C at 4.)
- 24. Board Policy 603 also requires the disqualification of any Partner/Provider employee or volunteer if a criminal background check shows any of several offenses identified in listed provisions of Rhode Island General Law—e.g., murder, assault, robbery, drug felonies, offenses against children, etc. (Ex. C at 2, 4.)
- 25. Apart from the mandatory disqualification of Partner/Provider employees and volunteers for certain offenses under Board Policy 603, the Use Policies grant wide discretion to District officials to deny facility use, bounded only by general references to compliance with District policies and applicable laws. (Ex. A; Ex. B at 1; Ex. C at 2, 4.)

C. THE DISTRICT'S ONGOING DENIAL OF ACCESS TO CEF RHODE ISLAND'S GOOD NEWS CLUBS.

26. The District approved CEF Rhode Island's August 2019 Rental of School Facilities Application, allowing CEF Rhode Island to lead an afterschool Good News Club at William D'Abate Elementary School for the 2019–2020 school year, without any facility rental fee. Forty-eight children signed up for the club, but the club could only accommodate twenty

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³ The project proposal form is also available on the District website at https://www.providenceschools.org/domain/2716 ("Project Proposal Form" link), and the MOU template at https://www.providenceschools.org/Page/4481 ("Partnership MOU TEMPLATE" link).

children due to space limitations at the school. A true and correct copy of CEF Rhode Island's August 2019 Rental of School Facilities Application is attached hereto as <u>Exhibit G</u>.

- 27. The D'Abate Good News Club was canceled in Spring 2020 due to COVID-19.
- 28. In August 2021, Ryan Baker, CEF Rhode Island State Board Chair, approached the District to restart the D'Abate Good News Club and to start a new club at Leviton Elementary School. On September 10, 2021, Baker met with District officials Nick Figueroa, Chief of Family and Community Engagement (FACE), and Jael Lopes, Director of Strategic Community Partnerships, to get District approval for the clubs. CEF Rhode Island representatives Lillian Escobar and Jack Anderson also attended the meeting.
- 29. During the meeting, Figueroa pressed Baker to state how the Good News Club would accommodate non-Christian participants. Baker explained that Good News Clubs welcome all children regardless of religious belief or background. After the meeting, Lopes sent an e-mail to Baker requesting that he provide "an overview of your organization (1 to 2 pages) and the [example] lesson outline" within a week, and advising that "programming should not start until we have approvals from the Superintendent's office." Baker replied that he would provide the documents as requested. A true and correct copy of the September 10, 2021 Lopes and Baker e-mail exchange is attached hereto as Exhibit H.
- 30. On September 13, 2021, Baker e-mailed Lopes and Figueroa the requested Good News Clubs overview and example lesson, along with a Curriculum Plan, a memorandum explaining why it is legal for public schools to allow Good News Clubs to meet in school facilities, and an example CEF Rhode Island Good News Club permission slip. Baker followed up by e-mail on September 15, and Lopes confirmed receipt of the documents on September 20. In the same e-mail, Lopes advised that "Mr. Figueroa will be speaking with

our Superintendent and provide next steps." A true and correct copy of the documents Baker provided to Lopes and Figueroa is attached hereto as composite Exhibit I, and a true and correct copy of the September 20 Lopes e-mail confirming receipt of the documents is attached hereto as Exhibit J.

- 31. Baker followed up with Figueroa by e-mail on September 27, 2021, advising Figueroa that CEF Rhode Island hoped to start the Good News Clubs the second week of October. Figueroa did not respond, so Baker followed up by e-mail again on October 1, and again on October 4, each time reiterating his desire to start the Good News Clubs the second week of October when other afterschool activities would begin and requesting identification of any additional information needed to obtain approval. Figueroa again did not respond. On the morning of October 6, Baker e-mailed Figueroa and Lopes expressing disappointment at the District's apparent denial of the D'Abate and Leviton Good News Clubs given Figueroa's lengthy silence, and apparent unlawful discrimination against the Good News Clubs given the District's allowance of other, similarly situated afterschool programs. True and correct copies of Baker's September 27, October 1, October 4, and October 6, 2021 e-mails are attached hereto as Exhibit K.
- 32. Later in the morning of October 6, 2021, CEF Rhode Island's Board Secretary, Kathryn Haley, separately e-mailed Figueroa and Lopes, renewing CEF Rhode Island's request to host the D'Abate and Leviton Good News Clubs by attaching completed Rental of School Facilities Applications for each school, as CEF Rhode Island had done in August 2019 resulting in the approved D'Abate Good News Club. Along with the completed applications Haley also attached certificates of insurance and tax exemption for CEF Rhode Island. A true and correct copy of Haley's October 6 e-mail with attachments is attached hereto as Exhibit L.

33. In the afternoon of October 6, 2021, Figueroa replied to the morning e-mails, first to Haley, then to Baker. In his reply to Haley, Figueroa stated that CEF Rhode Island's Good News Club requests were treated as requests for partnership with the District, and that the requests were under review by the District's legal team as part of a standard, time-consuming process. In his reply to Baker, Figueroa referenced his reply to Haley and reiterated that the legal review process was long and ongoing, and that CEF Rhode Island's ability to work with District students "has yet to be determined." True and correct copies of Figueroa's October 6, 2021 e-mail replies to Haley and Baker are attached hereto as Exhibit M and Exhibit N, respectively.

34. On November 5, 2021, counsel for CEF Rhode Island sent a letter to the Superintendent demanding access for the D'Abate and Leviton Good News Clubs on an equal basis with the other, similarly situated community organizations hosting afterschool programs in District schools. True and correct copies of the November 5, 2021 letter and attachments are attached hereto as Exhibit O.

35. The Principal of D'Abate Elementary, Brent Kermen, wanted the Good News Club to be approved, and separately inquired with Figueroa as to any remaining requirements for approval. In a November 9, 2021 e-mail, Kermen advised Baker of new, additional conditions for approval imposed by Figueroa:

Hi Ryan,

Long time and sorry for such a delay. Nick Figuroa is asking the Good

News Club to provide:

Good News Club can demonstrate academic/attendance outcomes for

PPSD students

If your program is able to provide program goals which speak to academic and attendance outcomes, they will review your request and consider allowing us to host the Good News Club.

Hopefully, this is something you can provide, and if so, we can take the next step.

I look forward to hearing back and hopefully getting this program started here at D'Abate again soon.

Thank you,

Brent

Baker replied to Kermen that he had already provided, on September 13, all the information requested by Figueroa and Lopes after their September 10 meeting, and that:

I feel confident in saying that I have provided more information regarding the Good News Club than any after school club has been required to provide in all of the Providence schools.

All the information that there is to provide has been provided. We are looking for approval to begin the club by the end of the day tomorrow [November 10].

On November 14, Kermen further replied to Baker:

Hi Ryan,

Wow! I am so sorry to hear this and am unsure of why there is an issue this year.

I will follow up with Nick again to verify that your program proposal meets the requirements he referenced when I inquired. I will let you know what I hear.

Thanks for sticking with us!

Brent

True and correct copies of these November 9 and 14, 2021 e-mails between Kermen and Baker are attached hereto as Exhibit P.

- 36. By separate e-mail on November 14, 2021, Baker sent Kermen all the information he had previously sent to Figueroa and Lopes on September 13. A true can correct copy of the November 14, 2021 Baker e-mail with attachments is attached hereto as Exhibit Q.
- 37. On December 10, 2021, by letter to the Superintendent, counsel for CEF Rhode Island renewed the equal access demand for the D'Abate and Leviton Good News Clubs. A true and correct copy of the December 10, 2021 letter is attached hereto as Exhibit R.

- 38. Following CEF Rhode Island's demands for equal access, the District halted all afterschool programs.
- 39. On January 13, 2022, Principal Kermen e-mailed Baker requesting information to satisfy Figueroa's additional conditions to get the D'Abate Good News Club approved, and expressing Kermen's determination to fight the District to get the Good News Club and D'Abate's other afterschool programs restored:

Good morning and Happy New Year,

I am hoping to make some progress with getting our Good News Club back for the second half of the school year. I have read over the program info you shared a while back, as well as the communication you had with Nick and Jael.

As best I can tell, Nick is asking for attendance and academic goals associated with your programming.

Would you be able to simply create a goal sheet saying something like:

Students who attend and participate in GNC will increase their daily attendance by 5-10%. This is a realistic goal because our programming will give the students something additionally beneficial to look forward to each school day.

Students who attend and participate in GNC will increase their individual ELA growth by being provided extended learning opportunities beyond the normal school day focused on reading and listening to various texts and literature.

These attendance and academic goals, plus your program curriculum should be more than enough.

I plan on re-initiating communication by the end of this week, so please do your best to provide me with these Goals and I will be able to add them to my argument for including the GNC to our after school programming.

Sadly, they are not even allowing our 21st CCLC programs to operate right now. Dilania and I are also fighting that fight, so I figured I would load up the plate and have one big fight.

I would prefer no fight, but I do not see their logic and feel this is a huge disservice to our students and families, so we fight.

Thank you and hope to see you soon.

Brent

A true and correct copy of the January 13, 2022 Kermen e-mail is attached hereto as Exhibit S.

- 40. The same day, Baker e-mailed a letter to Kermen providing the requested attendance and academic goals and other positive outcomes of Good News Clubs, and also offered a positive reference from the superintendent of another Rhode Island school district with Good News Clubs in its schools. A true and correct copy of the Baker January 13, 2022 e-mail and attached letter are attached hereto as Exhibit T.
- 41. From January 19 through February 10, 2022, Baker exchanged e-mails with Kermen seeking updates on the status of Good News Club approval. On January 20, Kermen replied that other afterschool programs were still halted, and that he could not get a response from Figueroa besides that "he is working on it and should have info for me 'soon.'" On February 10, Kermen replied that Figueroa had not responded to Kermen's follow-up e-mail. A true and correct copy of the January 19 through February 10 e-mail exchange is attached hereto as Exhibit U.
- 42. On February 25, 2022, by e-mail to the Superintendent, counsel for CEF Rhode Island again renewed the equal access demand for the D'Abate and Leviton Good News Clubs, attaching copies of counsel's prior November 5 and December 10, 2021 letters, and a copy of Board Policy 912 (then titled Board Policy KF). Counsel requested that the District approve the clubs' Rental of School Facilities Applications, as the District had done in August 2019 for the D'Abate Good News Club, instead of forcing the clubs to languish in the protracted and unnecessary "partnership" process. Counsel also made a public records request for evidence that similarly situated organizations were being subjected to the same partnership process as a condition of hosting their afterschool programs. Counsel specifically requested:
 - 1. The Boy Scouts Of America Narragansett Council "Community Partner" application(s) and approval(s).

- 2. The Girls on the Run Rhode Island (GOTR RI) "Community Partner" application(s) and approval(s).
- 3. All approved facilities use applications for the 2019-2020 school year.
- 4. All approved facilities use applications for the 2021-2022 school year.

A true and correct copy of the February 25, 2022 e-mail (without attachments) is attached hereto as Exhibit V.

43. On March 8, 2022, Kermen e-mailed Baker with still more demands from Figuerora's FACE office:

Hi Ryan,

Sorry this saga has dragged on so long. I received a request from our FACE office today regarding the Good News Club's application for after school programming here at D'Abate:

Principal Kermen, thank you for submitting your request to host the Good News Club. After reviewing the letter, the district would like to see the data of 20 students that participated in the program. Please provide the attendance data, ELA growth, enhanced student learning experience, decreased behavioral problems (before and after joining the program), and the tools used to identify the change in the areas mentioned.

I am very upset about the continued roadblocks FACE throws at us but at least now their demands are clear to us and we can work together to provide their requested data.

Please do your best to provide the data requested above and please let Dilania and I know which students were in your last session of after school programming here at D'Abate. This will allow us to also dig up data for FACE.

We look forward to working together to get the Good News Club back here at our school.

Thank you,

Brent

Baker replied that, despite his sincere appreciation for Kermen's efforts to get the D'Abate Good News Club restarted, it appeared the District's constant demands were discriminatory and in bad faith. Nevertheless, Dilania Inoa, the Senior Program Manager for Student Development at the Brown University Swearer Center, which partners with D'Abate, provided the names of the 2019 D'Abate Good News Club students to assist Kermen and

Baker in meeting the District's demands. A true and correct copy of the March 8, 2022 Kermen, Baker, and Inoa e-mail exchange is attached hereto as <u>Exhibit W</u>.

- 44. On March 10, 2022, counsel resubmitted CEF Rhode Island's public records request of February 25, 2022, through the City of Providence online portal, adding an additional category to the request: "All pending but not approved facilities use applications for the 2021-2022 school year."
- 45. On April 25, 2022, the District produced approximately 1,100 pages of Rental of School Facilities Applications, but no "Community Partner" applications or agreements for organizations hosting afterschool programs in the District.
- 46. On June 3, 2022, CEF Rhode Island's State Director, Alan Snow, submitted a Community Partner Project Proposal to the District on behalf of CEF Rhode Island. True and correct copies of the submission confirmation and content of the submission are attached hereto as Exhibit X.
 - 47. The District has not responded to CEF Rhode Island's Proposal.
- 48. On January 4, 2023, counsel sent a letter to the Superintendent renewing, again, CEF Rhode Island's request for approval of the D'Abate and Leviton Good News Clubs, and attaching a new Rental of School Facilities Application for each club. True and correct copies of the letter and attachments are attached hereto as Exhibit Y.
 - 49. The District has not responded to counsel's January 4, 2023 letter.
 - D. THE DISTRICT'S DISCRIMINATORY ALLOWANCE OF ACCESS TO SIMILARLY SITUATED, NONRELIGIOUS AFTERSCHOOL PROGRAMS
- 50. The District has allowed numerous other organizations the free use of its facilities for afterschool programs under approved Rental of School Facilities Applications, such as Boys & Girls Clubs, Boy Scouts (Cub Scouts), and Girl Scouts. A true and correct copy of

examples of approved Rental of School Facilities Applications for these organizations, as produced by the District in response to CEF Rhode Island's public records request, is attached hereto as Exhibit Z.

51. According to its website, the mission and vision of the Boys & Girls Clubs of America are:

Our Mission

To enable all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens.

Our Vision

Provide a world-class Club Experience that assures success is within reach of every young person who enters our doors, with all members on track to graduate from high school with a plan for the future, demonstrating good character and citizenship, and living a healthy lifestyle.

Our Mission & Story, Boys & Girls Clubs of America, https://bgca.org/about-us/our-mission-story (last visited Mar. 10, 2023).

52. According to its website, the mission, law, and oath of the Boy Scouts of America are:

Our Mission

The mission of the Boy Scouts of America is to prepare young people to make ethical and moral choices over their lifetimes by instilling in them the values of the Scout Oath and Law.

Scout Law

A Scout is trustworthy, loyal, helpful, friendly, courteous, kind, obedient, cheerful, thrifty, brave, clean, and reverent.

Scout Oath

"On my honor I will do my best to do my duty to God and my country and to obey the Scout Law; to help other people at all times; to keep myself physically strong, mentally awake, and morally straight."

Boy Scouts of America, https://www.scouting.org (last visited Mar. 10, 2023).

53. According to its website, the promise and law of the Girl Scouts are:

Girl Scout Promise

On my honor, I will try: To serve God* and my country, To help people at all times, And to live by the Girl Scout Law.

*Members may substitute for the word God in accordance with their own spiritual beliefs.

Girl Scout Law

I will do my best to be honest and fair, friendly and helpful, considerate and caring, courageous and strong, and responsible for what I say and do, and to respect myself and others, respect authority, use resources wisely, make the world a better place, and be a sister to every Girl Scout.

Promise and Law, Girl Scouts, https://www.girlscouts.org/en/discover/about-us/what-girlscouts-do/promise-and-law.html (last visited Mar. 10, 2023).

54. Girls on the Run Rhode Island ("GOTR") is another organization the District allows to host afterschool programs at its elementary schools. According to the "Our Programs" page of the GOTR website:

At Girls on the Run Rhode Island, teaching critical life skills is the cornerstone of our research-based programs. Meeting in small teams, trained volunteer coaches inspire girls of all abilities to strengthen confidence and other important life skills through dynamic, interactive lessons and physical activity.

And, specifically regarding GOTR's elementary school program, the website provides:

Girls on the Run inspires girls of all abilities to recognize their individual strengths, while building a sense of connection in a team setting. Volunteer coaches facilitate lessons that blend physical activity with life skill development to enable girls to adapt to whatever comes their way. At the end of the season, the team completes a 5K together, which provides a tangible sense of accomplishment and sets a confident mindset into motion.

A true and correct copy of the pertinent part of the GOTR website "Our Programs" page is attached hereto as Exhibit AA.

- 55. In the Spring 2022 semester, while the District denied access to CEF Rhode Island's Good News Clubs at D'Abate and Leviton Elementary Schools, the District allowed GOTR to conduct its afterschool program in several District elementary schools, including D'Abate. True and correct copies of the pertinent parts of the GOTR website Spring 2022 registration and location pages are attached hereto as Exhibit BB.
- 56. In the current, Spring 2023 semester, while the District continues to deny access to Good News Clubs, the District is allowing GOTR to conduct its afterschool program at several District elementary schools. True and correct copies of GOTR's Facebook announcement of the start of its Spring 2023 season and the GOTR website location pages for District elementary schools are attached hereto as Exhibit CC and Exhibit DD, respectively.
- 57. CEF Rhode Island and its proposed Good News Clubs are similarly situated to the other organizations the District allows to host their afterschool programs in District elementary schools because all the organizations provide teaching and activities to develop things like confidence, character, leadership, and life skills in their participants. CEF Rhode Island, however, offers its programming from a Christian religious viewpoint, while the other organizations offer their similar programming from a nonreligious viewpoint.

- 58. The District, acting under the Use Policies, has deprived CEF Rhode Island of access to District schools to host afterschool Good News Clubs since the beginning of the 2021–22 school year, and continues to deny access to CEF Rhode Island, while allowing similarly situated organization access to District schools to conduct their afterschool programs.
- 59. The increasingly burdensome requirements the District has imposed on CEF Rhode Island as conditions to access for its Good News Clubs are discriminatory and pretextual disguises for the District's hostility towards CEF Rhode Island's Christian identity, message, and viewpoint.

COUNT I – VIOLATION OF THE SPEECH CLAUSE OF THE FIRST AMENDMENT TO THE UNITED STATES CONSTITUTION

- 60. CEF Rhode Island realleges and adopts by this reference each and every allegation in paragraphs 1 to 59 above as if fully set forth herein.
- 61. The Speech Clause of the First Amendment to the United States Constitution, incorporated and made applicable to the states by the Fourteenth Amendment, protects CEF Rhode Island's freedom of speech.
- 62. The District Policies, both facially and as applied, violate CEF Rhode Island's constitutional right to free speech.
- 63. The Use Policies are an unconstitutional prior restraint on CEF Rhode Island's protected speech.
 - 64. The Use Policies, both facially and as applied, are unconstitutionally vague.
 - 65. The Use Policies, both facially and as applied, are unconstitutionally overbroad.
- 66. The Use Policies, both facially and as applied, unconstitutionally vest District officials with unbridled discretion to decide which organizations will be permitted access to District facilities for afterschool programs.

- 67. The Use Policies, both facially and as applied, discriminate against religious persons, religious speech, and religious viewpoints.
- 68. The Use Policies, both facially and as applied, impose unconstitutional content- and viewpoint-based restrictions on CEF Rhode Island's speech.
- 69. The Use Policies, both facially and as applied, serve no compelling, important, significant, or legitimate governmental interest.
- 70. The Use Policies, both facially and as applied, are not the least restrictive means of, narrowly tailored to, or substantially or rationally related to serving any cognizable governmental interest.
- 71. The Use Policies, both facially and as applied, fail to leave open sufficient alternative channels of communication.
- 72. The Use Policies, both facially and as applied, unconstitutionally chill CEF Rhode Island's protected speech.
- 73. As a direct and proximate result of the District's continuing violations of CEF Rhode Island's rights, CEF Rhode Island has suffered, is suffering, and will continue to suffer harm, including irreparable harm from the deprivation of its constitutional rights.
- 74. CEF Rhode Island has no adequate remedy at law for the continuing violation of its free speech rights.

COUNT II – VIOLATION OF THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT TO THE UNITED STATES CONSTITUTION

75. CEF Rhode Island realleges and adopts by this reference each and every allegation in paragraphs 1 to 59 above as if fully set forth herein.

- 76. The Establishment Clause of the First Amendment, incorporated and made applicable to the states by the Fourteenth Amendment, prohibits government from establishing a religion.
- 77. The Establishment Clause also prohibits the government from showing hostility towards religion and prohibits showing favoritism towards one religious sect over another or towards non-religion over religion.
- 78. The Establishment Clause does not require the District to differentiate access to its facilities, or shield the District from liability for providing unequal access to its facilities, based on the religious identity, speech, or viewpoint of any person.
- 79. The Use Policies, both facially and as applied, violate the Establishment Clause because they are hostile towards the religious identity, speech, and viewpoint of CEF Rhode Island, and favor the nonreligious identities, speech, and viewpoints of other persons given more favorable access to District facilities under the Use Policies.
- 80. As a direct and proximate result of the District's continuing violations of CEF Rhode Island's rights, CEF Rhode Island has suffered, is suffering, and will continue to suffer harm, including irreparable harm from the deprivation of its constitutional rights.
- 81. CEF Rhode Island has no adequate remedy at law for the continuing violation of its constitutional rights.

COUNT III – VIOLATION OF THE FREE EXERCISE CLAUSE OF THE FIRST AMENDMENT TO THE UNITED STATES CONSTITUTION

82. CEF Rhode Island realleges and adopts by this reference each and every allegation in paragraphs 1 to 59 above as if fully set forth herein.

- 83. The Free Exercise Clause of the First Amendment to the United States Constitution, incorporated and made applicable to the states by the Fourteenth Amendment, protects CEF Rhode Island's free exercise of religion.
- 84. The Use Policies, both facially and as applied, violate CEF Rhode Island's constitutional right to free exercise of religion.
- 85. CEF Rhode Island has a sincerely held religious belief that it should teach the Bible and provide moral guidance and character training to children from a religious viewpoint.
- 86. CEF Rhode Island exercises this religious belief by hosting Good News Club meetings in public school facilities after school hours.
- 87. The Use Policies, both facially and as applied, substantially burden CEF Rhode Island's sincerely held religious beliefs by denying CEF Rhode Island access to District facilities equal to the access given to similarly situated nonreligious organizations providing afterschool programs in the District.
- 88. The Use Policies, both facially and as applied, are neither neutral nor generally applicable, and specifically target religion and religious organizations for disparate treatment.
- 89. The Use Policies, both facially and as applied, include a system of individualized exemptions under which the District may discriminatorily grant facilities access to favored organizations while denying access to CEF Rhode Island.
- 90. The Use Policies, both facially and as applied, serve no compelling, important, significant, or legitimate governmental interest.
- 91. The Use Policies, both facially and as applied, are not the least restrictive means of, narrowly tailored to, or substantially or rationally related to serving any cognizable governmental interest.

- 92. The Use Policies, both facially and as applied, unconstitutionally chill and fail to accommodate CEF Rhode Island's exercise of religion.
- 93. As a direct and proximate result of the District's continuing violations of CEF Rhode Island's rights, CEF Rhode Island has suffered, is suffering, and will continue to suffer harm, including irreparable harm from the deprivation of its constitutional rights.
- 94. CEF Rhode Island has no adequate remedy at law for the continuing violation of its free exercise rights.

COUNT IV – VIOLATION OF THE EQUAL PROTECTION CLAUSE OF THE FOURTEENTH AMENDMENT TO THE UNITED STATES CONSTITUTION

- 95. CEF Rhode Island realleges and adopts by this reference each and every allegation in paragraphs 1 to 59 above as if fully set forth herein.
- 96. The Equal Protection Clause of the Fourteenth Amendment to the United States Constitution guarantees to CEF Rhode Island the equal protection of the laws.
- 97. The Use Policies, both facially and as applied, violate CEF Rhode Island's constitutional right to equal protection by treating CEF Rhode Island less favorably than other similarly situated organizations on the basis of CEF Rhode Island's religious identity and the content and viewpoint of its message.
- 98. The Use Policies, both facially and as applied, discriminate between religious and nonreligious organizations.
- 99. The Use Policies, both facially and as applied, serve no compelling, important, significant, or legitimate governmental interest.

- 100. The Use Policies, both facially and as applied, are not the least restrictive means of, narrowly tailored to, or substantially or rationally related to serving any cognizable governmental interest.
- 101. As a direct and proximate result of the District's continuing violations of CEF Rhode Island's rights, CEF Rhode Island has suffered, is suffering, and will continue to suffer harm, including irreparable harm from the deprivation of its constitutional rights.
- 102. CEF Rhode Island has no adequate remedy at law for the continuing violation of its free exercise rights.

PRAYER FOR RELIEF

WHEREFORE, CEF Rhode Island prays for relief as follows:

- A. That the Court issue a preliminary injunction pending trial, and a permanent injunction upon judgment, restraining and enjoining Defendants and their officers, agents, employees, and attorneys, and all other persons in active concert or participation with them, from enforcing, threatening to enforce, attempting to enforce, or otherwise requiring compliance with the Use Policies such that:
 - 1. Defendants must provide CEF Rhode Island access to District facilities to conduct afterschool programs equal to the access provided to similarly situated nonreligious organizations for their afterschool programs; and
 - 2. Defendants must not violate CEF Rhode Island's constitutional rights.

- B. Judgment declaring the Use Policies unconstitutional, both facially and as applied to CEF Rhode Island, and otherwise declaring the rights and other legal obligations and relations of the parties within the subject matter here in controversy.
- C. Judgement awarding CEF Rhode Island actual damages in accordance with the evidence at trial.
 - D. Judgement awarding CEF Rhode Island nominal damages of \$100.00.
- E. Judgment awarding CEF Rhode Island its costs and expenses of this action, including reasonable attorney's fees, in accordance with 42 U.S.C. § 1988.
- F. That the Court retain jurisdiction of this action for the purpose of enforcing the Court's orders.
 - G. Such other and further relief as the Court deems just and proper.

s/ Nicholas S. Murray

Nicholas S. Murray (R.I. 10238) GREATERGLOBE LEGAL, P.C. 257-259 Union Street, New Bedford, MA 02740 (781) 733-1608 nmurray@greaterglobelegal.com

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*Admission pro hac vice pending

Attorneys for Plaintiff

VERIFICATIONS

I declare under penalty of perjury under the laws of the United States of America that the foregoing paragraphs 1–44 above are true and correct.

Executed this March 10, 2023.

s/ Ryan Baker Ryan Baker

I declare under penalty of perjury under the laws of the United States of America that the foregoing paragraphs 45–57 above are true and correct.

Executed this March 10, 2023.

s/ Alan Snow Alan Snow



COMMUNITY USE OF SCHOOL FACILITIES **PPSD POLICY**

The Providence School Board believes the Providence School Buildings are an integral part of the local Community. The Board recognizes there are many demands for the use of school buildings by the community and is committed to providing access to the buildings in a responsible manner.		
The Superintendent will develop administrative regulations to implement Community Use of School Facilities policy.		
 The School Board authorizes the Superintendent to develop procedures that will ensure: Responsible use of School facilities through an application and contracting process that includes disclosure of use, time, guidelines, and delineation of responsibilities; Priority for Providence School activities for students and parents; No financial burden to the district through use of a fee structure for building use, and a fee for all other costs incurred by the district, i.e. custodial; Indemnity for the Providence School Department from liability proceedings by requiring liability insurance as part of the contracting process. 		
The Superintendent will ensure that all PPSD employees and all PPSD contractors comply fully with all applicable laws, rules, and regulations, and with all Board policies. In the event any part of any policy is unlawful, the Superintendent will report such event to the Board as soon as practicable and request of the Board a modification of the policy.		
Available upon request.		
Approved by Board: September 23, 1971 Amended: July 24, 1972 Amended: December 10, 1981 Amended: March 11, 1991 Amended: July 28, 2003 – Resolution 7-26-03		

PROCEDURE FOR THE USE OF SCHOOL FACILITES

APPLICATION

Applications for the use of School facilities must be prepared for <u>any</u> activity that is not a part of the regular school program and takes place at a school building/facility. Any group renting the facility in the name of an organization or company must have the application signed by an official of said organization or company.

REQUESTOR

The requestor shall complete all fields of the application and present it to the appropriate school principal's office. <u>Any</u> field of the application left incomplete will result in automatic return of request. At no time are minors allowed to rent school facilities. An adult of said group or organization must complete request application.

APPROVAL

School principal shall approve the scheduling of events in schools and recommend the number of personnel (i.e. custodians) needed for the event. The support services administrator shall act as the agent of the Superintendent, and will be responsible for reviewing all applications, determining costs for staff, and approve or disapprove the application. The support services administrator reserves the right to disapprove any application due to prior record of misuse, outstanding balances owed to the Providence School Department for prior events, or actions that do not conform to Providence School Department Policies. No application is a contract until the support services administrator signs the application.

USAGE OF GYMNASIUM

Gymnasiums may be used for facility-appropriate athletic activities only.

RENTAL AND CUSTODIAN FEES

Rental fees for a facility are at a daily rate, see fee schedule for charges. For custodial services rendered, the fee is at a minimum of four (4) hours and at the rate of \$36.69 per hour. Plus one half hour before and one half hour after each scheduled event for set up and clean up. Groups or organizations requesting space for a one-day event would be required to pay the total cost (100%) of rental and custodial charges for services rendered prior to event taking place. Groups or organizations with recurring usage will be billed on a monthly basis. A two-event security deposit is required in advance for all groups with recurring usage. (i.e. total cost of two scheduled events).

If events fall on holidays or when additional custodial staff is necessary, said group would be required to pay holiday and or overtime rates.

All charges are due a minimum of two (2) weeks prior to scheduled event.

EVENT HOURS

No event is permitted to go beyond 11:00 PM or conflict with school hours.

CONTRACT TERMS

The length of any Use of School Facilities request is not to exceed a period greater than ten (10) months beginning September 1st and with all contracts ending June 30th. Before the end of the ten (10) month term and with a minimum of two (2) weeks advanced notification, groups

Procedure revised 11/13/09 and maintained as required by PPSD School Board Policy NASB / NEPN: KF approved 9/23/71, revised 7/24/72, 12/10/81, 3/11/91, and 7/28/03.

desiring to utilize space during the summer months must complete a new application. All summer applications will be researched and approved based on the availability of custodial staff and space at school or facility requested given that group has no prior record of misuse or outstanding balances owed to the district. If a new application is not completed prior to usage, said group would not be permitted to utilize space within the Providence School Department until such forms are completed in there entirety and processed in the Support Services Office. The Providence School Department reserves the right to invalidate a contract at any time with 30 days advanced written notification to group.

RESPONSIBILITY OF GROUP

Any group whose participants become unruly or cause damage to the building or facility would be required to pay for such damages. Recurring incidents with any user group may result in denial of future use of a facility by that group.

CUSTODIAL RESPONSIBILITIES

It is the responsibility of the assigned custodian(s) to ensure that requesting group/organization does not exceed the time limit indicated on the request application. If any group does not end an event at said time of departure, then assigned custodian is to contact his/her supervisor who may contact the Providence Police Department for assistance. Custodial supervisors are on call 24 hours a day and can be reached at any time.

PERSONNEL AND FEES

Any activities where personnel is required, said personnel will be assigned by the school principal or his/her designee <u>only</u>. Personnel fees for all organizations will be billed as such.

ALCOHOL

At <u>NO</u> time is alcohol permitted on school department property. If it is discovered that alcohol is or had been present at an event, said group would not be permitted to utilize space within the Providence School Department at any time in the future.

LIABILITY / PROPERTY DAMAGE INSURANCE

All organizations using school property will be required to obtain coverage for property damage and general liability. The minimum amount of coverage shall be \$100,000 for property damage, and \$2,000,000 of general liability. School activity groups, parent/teacher associations, and City of Providence groups need not furnish this insurance unless otherwise specified by the Superintendent of Providence Schools. A copy of insurance certificates naming the Providence School Department, the City of Providence, and the Providence Public Buildings Authority as additionally insured must accompany applications.

INDEMNIFICATION

Renter shall indemnify, hold harmless and defend The Providence School Department, the City of Providence, and the Providence Public Building Authority, their respective officers, agents, and employees, from and against any and all losses, claims, liability, damage, action or expense including, without limitation, costs and attorney fees arising out of or relating to usage of school facilities, (i) Renter's use of school facilities, (ii) Any breach or default in the performance of any obligation of renter under this agreement, (iii) any negligence of renter or any of it's of it's agents, employees, participants, spectators, attendees, patrons, and invited guests, (iv) the theft or

misappropriation of any renter's personal property brought into a Providence School Department facility. Renter hereby assumes all risk of damage to its property placed in a school or school department facility, assumes all risk of injury to its agents, employees, participants, spectators, attendees, patrons and invited guests.

OFF STREET PARKING

Off street parking will be provided when available to any requesting group or organization. In the execution of this policy, building principals are delegated the authority and duty to enforce these restrictions, including therewith the right to order illegally parked vehicles towed away with recovery of such vehicles to be at the vehicles owners expense. With regard to School Department headquarters at 797 Westminster St, the Administrator of Support Services shall exercise the same authority and duty with regard to enforcement.

COMMUNITY PARTNERSHIP PPSD POLICY

General Belief	The Providence School Board welcomes the valuable contributions made to the Providence Public School District (PPSD or District) through the assistance and engagement of partners in District schools. The Board believes that the support of partners and the entire Providence community is vital to our students' success. The Board further believes that increasing community partnership opportunities and other types of school-based engagement, as well as clarifying the community partnership process, will encourage more collaboration, alignment and innovation with the District, and allow both the District and partners to leverage resources and assets more effectively. The Board recognizes that the placement of community partners and providers and other non-employees should be implemented in a manner that promotes the safety of all our children and staff.
Purpose and Scope	The purpose of this policy is to establish the guidelines for community partnerships and providers, as well as the roles, responsibilities, and expectations of such individuals associated with partnerships and providers at the school and District level. This policy applies to all partners who provide services, and/or engage with PPSD students at District-sponsored events, both on and off District property, and both during and outside of the school day.
Definitions	The following definitions are provided to assist in understanding this policy and the legal obligations of the District. Community Partnerships: A collaborative relationship between the PPSD and communities entities that is mutually beneficial and works towards shared goals and purpose. Organizations that have contracts or formal agreements with PPSD to provide program support services for students before, during, and/or after the school day. Since Community Partnerships can encompass a wide variety of activities, the following categories aim to help clarify, maximize and leverage community resources for learning and academic achievement:

Providence Public School District Providence, Rhode Island **Cooperation**- partnerships are formed to exchange programmatic information and services to our families and students. Partners in this category are managed by the school principal or designee.

Collaboration- partnerships are formed to coordinate efforts and identify the targeted audience. The priorities of this partnership is set by the community partner. Partners in this category are managed by District staff

Strategic Collaboration-partnership are formed to share resources, risks and decision-making. The partnership is set on a strategic direction of programming aiming to support student achievement. Partners in this category are managed by District staff.

Cross-Sector Collaboration-partnerships are formed by several organizations coming together to share resources, risks and decision-making. The partnership is set on a strategic direction of programming aiming to support student achievement. Partners in this category are managed by District staff.

Disqualifying Information: Any offense listed in Rhode Island General Law §§ 23-17-37, 11-37-8.1, 11-37-8.3, 11-9-1(b), 11-9-1(c), and 11-9-1.3.

Partner/Provider: The entity that the District contracts with or enters a Memorandum of Understanding (MOU) with to form a Community Partnership.

Performance-Based Contracts: Contracts that are developed by the District with clear purpose and requirements of the work to be performed. The requirements set forth are clear, specific and with measurable outcomes. All contracts must include the following information:

- a) Required outcomes or results Measurable results and/or outcomes for conducting the project. The Performance-Based Contract will describe and establish numeric value to each outcome and related funding implications.
- b) Performance standards Standards for completeness, accuracy and timeliness for the project.
- **c**) Monitoring Methods The methods and timeline used to monitor and report on performance.

Guidelines and Implementation Strategies

The Superintendent will develop administrative regulations for Community Partnerships across District schools.

The regulations should address each of the following:

- 1. Project Proposal which outlines the project idea and commitment of the District and/or school.
- 2. Signed formal agreement such as a contract or data sharing agreement, and/or a Signed Memorandum of Understanding, which outlines the expectations and obligations of the District and the Partner/Provider.
- 3. Background Check(s) requirements are included in both contracts and MOUs and address the following, at a minimum:
 - a) Partner/Provider may be required to undergo all or some of the following clearances prior to the commencement of work:
 - i. National and or State Criminal Background Check,
 - ii. DCYF Clearance Request
 - iii. National Sex Offender check
 - b) The Partner/Provider shall conduct, review and maintain on file evidence that the required background check(s) have been completed for every employee and volunteer.
 - e) The District reserves the right to audit Partner/Provider files.
 - d) The cost of all background check(s) is the responsibility of the Partner/Provider.
 - e) The criminal background check(s) must be completed at a local/state police station or the Attorney General's office or an approved third party source.
 - f) The District reserves the right to deny or rescind the placement of employees or volunteers associated with the Partner/Provider.
 - g) Partner/Provider must update the District within 72 hours of any changes on the criminal background check(s) of their employees and volunteers.
 - h) Partner/Provider shall ensure that all employees and volunteers undergo annual background check(s) prior to the commencement of the school year.

4. Orientation

At the beginning of each school year, the Office of Strategic Community Partnership will provide an orientation to all Partners/Providers. Additional orientation will be offered on quarterly basis for new Partners/Providers. Orientation for community partners under this policy shall include, at minimum:

- a) Overview of the partnership process
- b) PPSD Strategic Plan
- c) Progress monitoring
- d) Procurement process
- e) Child abuse reporting protocols

	 f) Regulations for use of school facilities g) District policies h) State and federal laws related to student rights, confidentiality of records, and nondiscrimination. 5. Workshops During the school year, the Office of Strategic Community Partnership will provide workshops for all Partners/Providers. Workshop topics under this policy shall be based on District and Partner/Provider needs and in support of District goals and priorities. 6. Disqualifying Information A sixting the Partner (Partner to the Partner for the Partner	
	Any individual for whom the Partner/Provider receives notice of disqualifying information will be presumed ineligible to be placed, pursuant to District policy. Disqualifying information is any offense listed in Rhode Island General Law §§ 23-17-37, 11-37-8.1, 11-37-8.3, 11-9-1(b), 11-9-1(c), and 11-9-1.3.	
An Training, Oversight, and Communication	Prospective Partners/Providers, consultants, and other non-employees will be recruited to assist with and/or provide services to students with supports that are aligned to achieving the District's mission, vision, and goals as articulated in the strategic plan.	
	The Superintendent will ensure that the administrative regulations include the process of communicating the policy to Partners/Providers. The Partner/Provider will ensure that there is a process for reviewing, approving or denying individuals associated with partnerships and communicate this with the District.	
	The District will report to the Board annually on the impact of community partnerships that support District activities.	
	The superintendent or designee will review and amend the administrative regulations as needed.	
Compliance with Laws, Confidentiality Requirements	The Superintendent will ensure that all PPSD personnel and all PPSD contractors comply fully with all applicable laws, rules, and regulations, and with all Board policies. In the event any part of any policy is unlawful, the Superintendent will report such event to the Board as soon as practicable and request of the Board a modification of this policy.	
Legal Reference	Rhode Island General Law § 16-2-18.1	

	Rhode Island General Law §§ 23-17-37, 11-37-8.1, 11-37-8.3, 11-9-1(b), 11-9-1(c), and 11-9-1.3.
Cross Reference	PPSD Volunteer Policy
	PPSD Student Teachers and Intern/Practicum Policy
History	Approved by Board: November 14, 2018



Rental of School Facilities Application

*ALL CONTRACTS END JUNE 30^{TH} UNLESS OTHERWISE *ALL FIELDS REQUIRED

Today's date:		Submi	t completed form to requested school's Principal
Requested dates(s):			
Requested School:			
Facility to be used: Aud	ditorium <u>O</u> Gym <u>O</u>	_ Cafeteria O_ Classr	oom O Outdoors O Library O
Organization name:			
Organization billing add	ress:		
Description of proposed			
Hours of use:	(Attach additional pa	ge if more room is needed)	
Please check one: Profi	it Organization: O N	Ion Profit Organization	n: O (attach 501(c)(3) documentation)
Admission charged: \$ Estimated attendance: Print Form			
Thi	s section to be filled (out by Providence Sc	hool Department personnel only
Any cancellation in a sched advance or fees will not be		lling both the Support Se	ervices Office and the school to be used twenty four (24) hours in
Services required:	No. of Personnel	Estimated Costs	Actual Costs
Rental Fee		\$	\$
Stationary Engineer		\$	\$
Custodian(s)		\$	\$
Police Officer(s)		\$	\$
Total		\$	\$
Groups renting space for one day events are required to pay one hundred (100%) of the cost of rental and for custodial services prior to usage. Recurring usage requires a two event security deposit prior to usage.			
I (we) having fully read the rules and regulations, agree that claims arising from Renter's usage for equipment and facilities for breakage or loss shall be met by the Renter. The Renter will hold the Providence School Department, the City of Providence, and the Providence Public Buildings Authority and any of their employees harmless to any personal injuries, liable, or any other suits arising as a result of the use of facilities by the Renter to either participants or spectators. Organizations must furnish certificates of property damage in the amount of \$100,000 and general liability insurance in the amount of \$2,000,000 with The Providence School Department, the City of Providence, and the Providence Public Buildings Authority as additional insured. AT NO TIME IS ALCOHOL PERMITTED ON SCHOOL PROPERTY.			
Signature of Applicant:			Date:
Applicants address:			Phone Number:
Principal's approval:			Date:
Support Services Approval: Disapproval:		Disapproval:	



The Providence Public School Department invites interested parties to submit a project proposal to partners with our schools. We use this initial document to define alignment to the Turnaround Plan, objectives and goals, timeline and requirements for a successful implementation.

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EXHIBIT E

Project Proposal.
Switch account The name and photo associated with your Google account will be recorded when you upload files and submit this form. Your email is not part of your response. * Required
Contact information
Tells us about your organization.
Name of organization or affiliation: *
Name of contact person: *
Email & phone number of contact person: *
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Problem Statement

Why is the project being undertaken? Describe an opportunity or problem that the project will address: *

1

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Objectives and Goals

Describe what you hope to accomplish or solve with this project. Include three key objectives for this project: *

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Scope of Work

What will be the end result of the project? Describe here what phases of work will be undertaken. Please include information on activities such as recruiting, testing, training, and actual work required: *

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Project Budget (if applicable)

State the proposed cost and budget of this project. Please include information on how you intend to manage the budget. (If this project is at no cost to the district, leave this section blank):



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Project Proposal.
Switch account
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Key Stakeholders
Please list the key personnel who will be responsible for completion of this project, as well as other personnel involved in the project:
Who is the target school? Please list school(s): *
Who are you recruiting? Please describe your ideal participant(s): *
Who will oversee this project? Please list project manager(s): *
Back Next Page 7 of 8 Clear for

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Monitoring and Evaluation

Describe how progress will be evaluated throughout & at the end of the partnership.

Formulate clear indicators for objectives and results. How will student information be kept safe? What are your student privacy policies? *

Your answer

Back Submit

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Memorandum of Understanding

Providence Public Schools and

Click here to enter text.

This Memorandum of Understanding ("MOU") is between Click here to enter text. ("Click here to enter text.") and the Providence Public School District ("PPSD"). Click here to enter text. and PPSD are individually referred to as a "Party" and collectively as the "Parties."

Click here to enter text.

WHEREAS, Click here to enter text. in collaboration with PPSD will provide Click here to enter text. Program, as described in an applicable Statement of Work; and

WHEREAS, the administrators of Click here to enter text. have agreed to partner with Click here to enter text. and implement Click here to enter text.;

WHEREAS, the Parties realize that they have the potential to form a mutually-beneficial relationship and recognize the value of establishing a formal process to leverage each other's strengths;

NOW, THEREFORE, PPSD and Click here to enter text. wish to enter into this MOU to formally set forth their understanding of their relationship and, for good and valuable consideration, agree as follows:

I. EFFECTIVE DATE AND TERM

This MOU is effective as if the date all Parties have executed it, and shall continue in effect until Click here to enter a date.. This MOU supersedes and replaces any previous agreement between the parties.

II. COLLABORATIVE FUNCTIONS

Revised February 2020

The Parties shall collaborate on a plan to:

Leadership Commitments

- Participate in periodic partnership meetings to share and collaborate on other initiatives designed to address mutual goals;
- Respect and support the PPSD Strategic Plan;
- Provide a culturally appropriate, flexible environment for both students and families of the Schools embodying caring support, respect and responsiveness.

• Operational Commitments

Click here to enter text. will:

- > Implement Click here to enter text. at partner schools;
- Provide day to day supervision on-site (in coordination with the assigned partner school liaison and as needed) and off-site;
- Check in on-site monthly at partner schools;
- Ensure highest quality of programming and services;
- Provide an end of year report to the Office of Strategic Community Partnerships and participating school on program goals and impact;
- ➤ Ensure that spaces that it uses are maintained and left in at least the same condition in which they were found. Click here to enter text. will secure the spaces at the conclusion of the Program, will review the space, and report any damages to the principal of the school;
- Inform liaisons of any serious programmatic or student safety concerns within 24 working hours and work proactively to prevent and minimize problems;
- Help create a culture in which all within the school community feel safe and welcomed;
- ➤ Ensure that all Click here to enter text.'s staff, educators and volunteers fulfill all requirements for BCI and CANTS as stated in the PPSD Volunteer Policy;
- ➤ Ensure that all Click here to enter text. staff and volunteers report known or suspected cases of child abuse and/or neglect to the Department of Children, Youth, and Families within 24 hours of becoming aware of such abuse/neglect.

Providence School Department will:

- Identify partner schools in which Click here to enter text. will offer Program;.
- Set up meetings with school site principals and the Click here to enter text.'s Program Manager;
- Identify a school liaison within each partner school to serve as the primary contact person for the Program in navigating the school and setting up trainings (students, staff, parents, etc.), afterschool programming and special events, and other services;
- Authorize all partner schools to display the Click here to enter text.'s poster.

Parties' Commitments

Adhere to PPSD's External Partner Grant Procedures when applying for any grant proposal for projects to be implemented within PPSD. Proposals requiring the involvement of the District must be approved by the Office of Development and Partnerships prior to proposal submission.

III. <u>DESIGNATION OF LIAISONS & MEETINGS</u>

During the term of this MOU, each Party shall designate the appropriate staff(s) to act as the designated day-to-day liaison between the Parties.

PPSD:

Name: Jael Lopes

Title: Director of Strategic Community Partnerships

Email: <u>Jael.Lopes@ppsd.org</u>
Phone: 401-456-9100 ext.11374

School Liaisons:

Click here to enter text.

Click here to enter text.

Name: Click here to enter text. Title: Click here to enter text. Email: Click here to enter text. Phone: Click here to enter text.

The Parties shall arrange for regular operational meetings of key personnel to address on-going projects and activities and other matters of interest and concern between the Parties. Any mutually agreed upon changes will be documented by a duly authorized, signed amendment to this MOU.

IV. <u>TERMINATION</u>

This MOU may only be terminated as follows:

- 1. The Parties may mutually agree to terminate this MOU at any time by a signed written agreement.
- 2. A Party may terminate this MOU for any reason or for no reason at all upon thirty (30) days' written notice to the other Party. Should this MOU be terminated pursuant to this Section IV(2) and such effective termination date will be prior to the conclusion of an already commenced program or programs, the Parties will agree to continue all terms of this MOU through the conclusion of such program(s).
- 3. A Party may terminate this MOU immediately by written notice to the other Party upon the occurrence of any of the following events involving the non-terminating Party:
 - Bankruptcy, receivership, or dissolution of a Party; or
 - Documented refusal by a Party to abide by relevant statutory or regulatory requirements or a material term or obligation outlined in this MOU.
- 4. This MOU shall terminate immediately upon the effective termination date of this MOU as provided in Section I.

V. ACCESS TO RECORDS

The Parties shall discuss in advance what, if any, information and records must be shared in order to perform the activities outlined herein. In the event it is determined that any particular information and/or records should be shared, the Parties shall enter into an appropriate written confidentiality and records access agreement to govern the sharing of such. Such agreement shall be approved by PPSD RPA Office. RPA will design/approve the data collection methods to share student data, maintaining compliance with PPSD procedures and protocols including, but not limited to, FERPA and PPRA compliance.

VI. MUTUAL INDEMNIFICATION

Except as otherwise noted in this MOU:

- Click here to enter text. hereby agrees to indemnify and hold harmless PPSD, its directors, officers and employees against any losses, expenses (including reasonable attorneys' fees), claims, damages or liabilities to which PPSD becomes subject, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any negligent and/or intentional act or omission of Click here to enter text. in performance of or in any way arising out of any breach by Click here to enter text. of its obligations under this MOU.
- PPSD hereby agrees to indemnify and hold harmless Click here to enter text., its directors, officers and employees against any losses, expenses (including reasonable attorneys' fees), claims, damages or liabilities to which Click here to enter text. becomes subject, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any negligent and/or intentional act or omission of PPSD in performance of or in any way arising out of any breach by PPSD of its obligations under this MOU.

VII. RELATIONSHIP

The Parties' relationship to each other shall be that of independent contractors. Nothing contained in this MOU shall make the employees of one Party the employees of another Party. Each Party shall be responsible for managing the affairs of its own respective corporation, and in the conduct of their business and in the performance of their respective obligations under this MOU the Parties shall comply with all applicable statutes, ordinances, rules, regulations and licensing requirements of any and all federal, state, municipal, and international authorities. In addition, each Party shall maintain customary, appropriate and, if necessary by law, required levels of insurance (general liability; property and automobile; workers' compensation) during the term of this MOU.

VIII. NON-DISCRIMINATION

The Parties shall perform their respective obligations hereunder without regard to the race, color, sex, sexual orientation, gender identity or expression, age, religion, national origin, disability, veteran status, or any other basis protected under applicable federal or state law of any employee, student or representative.

IX. MISCELLANEOUS PROVISIONS

1. Notices: Any notice, request or other communication required to be given under this MOU shall be in writing and shall be deemed to have been given when delivered in person or being deposited in the mail to the Party. Except as changed by notice in writing to the other Parties, notice shall be delivered to the attention of the following individuals at the respective Party's address listed below:

Click here to enter text.: Click here to enter text. Click here to enter text. Click here to enter text.

Click here to enter text.

Providence Public School Department:

797 Westminster St. Providence, RI 02903

- 2. Timely Performance: The Parties will each use best efforts to perform their respective obligations in a timely manner and within any agreed upon time frames.
- 3. Assignment: No Party may assign its rights or obligations under this MOU without the prior written consent of the other Party.
- 4. Entire Agreement & Amendment: This MOU constitutes the final expression of the agreement between the Parties; it is intended as a complete and exclusive statement of the terms of their agreement; and it supersedes all prior and concurrent promises, representations, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof. This MOU shall not be changed, modified, supplemented or amended except by express written agreement signed by the Parties.
- 5. Publicity: The parties shall collaborate and mutually agree upon the content, targeting and timing of any media outreach regarding this MOU and the activities provided for hereunder. Additionally, the parties shall coauthor and/or approve any pitches, press releases, media advisories or statements provided to media outlets regarding this MOU and the activities provided for hereunder. Exceptions to this are a party's own publications to its respective communities and periodic reports issued by any Party.
- 6. No Waiver: No Party shall be deemed to waive any rights unless such waiver is in writing and signed by all Parties. The failure of a Party to execute a right or to require performance by another Party of any part of this MOU shall not affect the full right to exercise such right or to require performance at any time thereafter, nor shall the waiver by either party of a breach of any provision of this MOU constitute a waiver of any later breach of the same or any other provision.
- 7. Governing Law: This MOU shall be governed by and construed in accordance with the laws of the State of Rhode Island.
- 8. Counterparts: This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same agreement.
- 9. Headings: The headings of this MOU are inserted for convenience only and are not to be considered in construction of the provisions hereof.

IN WITNESS WHEREOF, each of the Parties has caused this Memorandum of Understanding to be executed by their respective, duly authorized officers.	
Authorized Signatures:	
Click here to enter text. Superintendent Providence School Department	Date:
Click here to enter text. Click here to enter text. of Click here to	 Date: enter text.
Principal Signature(s):	
Click here to enter text.	

Approved as to form and correctness.

Charles A. Ruggerio General Counsel and Deputy City Solicitor

Providence Schools

Rental of School Facilities Application

*ALL CONTRACTS END JUNE 30TH UNLESS OTHERWISE
*ALL FIELDS REQUIRED

Today's date: 8-22-2019		
Requested dates(s): October 2019-May 2020, any day of the week		
Requested School: William D'Abate Elementary School		
Facility to be used: Auditorium O Gym O Cafeteria O Classroom O Outdoors O Library O OR ANY AVAILABLE RO		
Organization name: Child Evangelism Fellowship of Rhode island		
Organization billing address: P.O. Box 688, Hope, RI 02831		
Description of proposed use: After school Good News Club to begin immediately after dismissal		
(Attach additional page if more room is needed) Hours of use: from dismissal to one to one and half hours, TBD based on day of week and dismissal time		
Please check one: Profit Organization: O Non Profit Organization: O (attach 501(c)(3) documentation)		
Admission charged: \$ 0 Estimated attendance: 35 Print Form		
This section to be filled out by Providence School Department personnel only		
Any cancellation in a schedule must be made by calling both the Support Services Office and the school to be used twenty four (24) hours in advance or fees will not be refunded.		
Services required: No. of Personnel Estimated Costs Actual Costs		
Rental Fee \$		
Stationary Engineer \$		
Custodian(s) \$\$		
Police Officer(s) \$ \$		
Total \$\$		
Groups renting space for one day events are required to pay one hundred (100%) of the cost of rental and for custodial services prior to usage. Recurring usage requires a two event security deposit prior to usage.		
I (we) having fully read the rules and regulations, agree that claims arising from Renter's usage for equipment and facilities for breakage or loss shall be met by the Renter. The Renter will hold the Providence School Department, the City of Providence, and the Providence Public Buildings Authority and any of their employees harmless to any personal injuries, liable, or any other suits arising as a result of the use of facilities by the Renter to either participants or spectators. Organizations must furnish certificates of property damage in the amount of \$100,000 and general liability insurance in the amount of \$2,000,000 with The Providence School Department, the City of Providence, and the Providence Public Buildings Authority as additional insured. ATNO TIME IS ALCOHOL PERMITTED ON SCHOOL PROPERTY.		
Signature of Applicant: Myar Buker 02831 Date: 9/1/2019		
Applicants address: Phone Number:		
Principal's approval: 13 Per. March Date: 9/3/19		
Support Services Approval: Disapproval: Revised 11/13/09. Subject to PPSD School Board Policy NASB / NEPN: KF approved 9/23/71, revised 7/24/72, 12/10/81, 3/11/91, and 7/28/03.		

From: Kathryn Baker <ryan.katie.baker@icloud.com>

Date: September 10, 2021 at 1:49:05 PM EDT **To:** "Lopes, Jael" <Jael.Lopes@ppsd.org>

Cc: "Figueroa, Nick" <Nick.Figueroa@ppsd.org>, Lillian Escobar

lilymaricela23@gmail.com>, Jack Anderson <goodnews11752@gmail.com>

Subject: Re: PPSD Partnership Process- Good News Club

Absolutely, I will get all of this to you by next Friday. We would certainly not proceed with anything without your approval

Thank you again Ryan

Sent from my iPhone

On Sep 10, 2021, at 12:56 PM, Lopes, Jael < Jael.Lopes@ppsd.org > wrote:

Hello,

It was great to meet you all. As discussed, please send me an overview of your organization (1 to 2 pages) and the lesson outline by next Friday. Please be aware that programming should not start until we have approvals from the Superintendent's office.

Happy Friday,

Jael Lopes

Director of Strategic Community Partnerships

Providence School Department 379 Washington Street Providence, RI 02903 401-456-9100 (11374)

From: Kathryn Baker <ryan.katie.baker@icloud.com>

Sent: Friday, September 10, 2021 11:50 AM

To: Lopes, Jael <Jael.Lopes@ppsd.org>; Figueroa, Nick <Nick.Figueroa@ppsd.org>;

Lillian Escobar < lilymaricela 23@gmail.com >; Jack Anderson

<goodnews11752@gmail.com>

Subject: Re: PPSD Partnership Process- Good News Club

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Thank you both for taking the time to meet with us today. We appreciate it

Ryan Baker

Sent from my iPhone

Hello Jael,

I hope you had a great weekend. Thank you for taking the time to meet with Lilian, Jack, and I this past Friday to discuss the Good News Club after school program, a ministry of Child Evangelism Fellowship (CEFRI). It was a pleasure speaking with you and Nick and getting to know each other. I have had the blessing of serving as the State Board Chair for the past six years. I am humbled to say that I am amazed at the impact that these after school clubs have had on the children and their families. As we discussed, Child Evangelism Fellowship is an international non-profit children's ministry with ongoing work in just about every country in the world. While CEF is an international organization, we partner with volunteers in local communities in hopes of impacting the lives of children and their families with a message of hope. We are so very passionate about the school children in our community and we are seeking to put action behind our desire to have an impact on their lives! There are currently more than 4800 Good News Clubs in public elementary and middle schools across the United States, including several here in Rhode Island in multiple school districts. We have received overwhelming positive feedback from the children and their families as well as from teachers, principals, and superintendents.

CEFRI has partnered with Pastor Santos Escobar of Vida Abundante UMC located at 689 Cranston Street in Providence. Pastor Santos has an incredible team of faithful and passionate volunteers who are excited about conducting a Good News Club at William D'Abate and Leviton Elementary Schools. Each member of the volunteer team who will be conducting the Good News Club is trained extensively on child protection and worker compliance as well as in all aspects of the proper conduct of a Good News Club. Each volunteer is required to complete a BCI screening check with the state of Rhode Island and a background screening required by CEF that exceeds Rhode Island standards. The children's safety is our top priority. Two or more screened volunteers will be with the children at all times. Furthermore, your school district will be provided with our Certificate of Insurance for liability.

Good News Clubs meet once per week for either 60 or 90 minutes depending on the school schedule. Each club is staffed with a minimum of 6 volunteers. I have enclosed a sample of the permission slip which must be signed by a child's parent or guardian for the child participate in the club. All children, regardless of religious background, are welcome and encouraged to participate in the club. A Good News Club consists of the following components: (1) a Bible lesson, (2) game, (3) song, (4) missionary story, (5) snack (if allowed), and (6) discussion time. Children will learn that God loves them and that He created each of them special and unique. They will learn that every child is valuable.

What the children will learn in a Good News Club mirrors the mission statement of the Providence School District which is to "prepare our students academically for their pursuits, to develop the appropriate social and emotional skills to be productive, empathetic, global citizens, and to stimulate a growth mindset for continued long learning in a culturally diverse society." In learning the Bible, children will be learning

about the most famous book every written, one which spans all nations, races, cultures, and demographics. Pastor Santos is from El Salvador; he also has volunteer team members who were born and raised in Guatemala and the Dominican Republic. This is a diverse international team that can help the children in the club better understand other parts of the world. Children will also learn the social and emotional skills that are so important to their development. They will learn that God wants them to do the right thing, to tell the truth, be kind to one another, respect authority, show compassion, be ready and willing to help others, forgive others and be willing to ask for forgiveness when needed, empathize with others who are struggling. Children will learn these things not just by being taught what the bible says, but by the example being set by our faithful volunteer teams. We believe in teaching by Word and deed. In learning these skills both by hearing what the Bible says and observing the example of our team, the children grow both emotionally and socially. Their parents, teachers, and friends see and feel the impact. Even those students not in the club and the school at large are benefitted by the impact of the children in the Good News Club. Most importantly, the Good News Club is a safe, loving, and nurturing environment for children to be free to express themselves, to ask any question that may be on their mind, and to know that there is a group of people from their community who care deeply for them.

Children will also benefit academically as the Bible is the most well-known and read book in history throughout the entire world. Every child should know at least something about the Bible, and they will learn about the Bible in the Good News Club. The Bible was written over a 1500-year period of time about events which took place on three different continents. There is so much history and cultural diversity in the context of every Bible story that a child's academic understanding of history, geography, and culture is expanded and deepened. Furthermore, every Good News Club includes a missionary story about some of the most extraordinary people in history. These stories are about people who sacrificed so much of their lives to help the sick, poor, hungry, and needy in places all over the world. Children will learn about their struggles and difficult circumstances and the impact that one person can have on the lives of so many who are in need of help. Children will learn about the development of languages, the building of hospitals, and the education of children under some of the most difficult circumstances imaginable. Every child participating in a Good News Club will learn how one person can change the world for the better!

We believe that the Good News Club will positively impact the children of William D'Abate and Leviton because we have heard first hand from parents, teachers, and superintendents of the benefits that the Good News Club is having on the children. I have a included a video link for your viewing about the Good News Clubs (https://player.vimeo.com/video/198373425). We have received letters from parents who have told us about the impact the club has had on their child. One superintendent told me that he could not ask for a better program in his schools than the Good News Club. He said this because he has seen the impact on the children.

We are asking that you would please grant us your approval to conduct a Good News Club at William D'Abate and Leviton Elementary School. Please give us the opportunity to help the children of our community by making a positive impact in their life. Please provide the children who would like to participate, the opportunity to benefit from the Good News Club.

It would be a pleasure to speak with you anytime and answer any questions that you have. My cell phone is 401-391-7963. Please don't hesitate to call me anytime

Sincerely,

Ryan Baker

God: The Creator King

Lesson Outline

The King Has Spoken!

This page has been designed for you to photocopy and place in your Bible as a ready reference.

Lesson 1

God gave us His Word because of His great love for us so we can know Him stories. Each book is about the writer and things he has said or done. By reading these Baruch went to the temple to read God's words to the people and then to Bible agrees even though the writers didn't live at the same time or in the they might look to Him and ask for mercy. He was giving them another chance As God's Word was being read the king would cut a piece off and throw it hies) I brought some books today by people who wrote down their life God spoke to Jeremiah, "Write down the words I tell you that the people Jeremiah tells Baruch to read the scroll to the people that they might ask God Even though God was going to punish His people, He gave them His Word so The paper God's Word is written on may be torn up or burned but God's Word can books we can learn more about these peop le even though we've never met them. other person. [1 John 4:8b]
Because the Bible is God's book and not men's book, every part of the The king and those with him were not afraid or ashamed; they had no God made you with your unique fingerprints—you are like no The king wanted to kill Jeremiah and Baruch but God kept them safe. God takes care of His Wordso we can know for sure it is true and accurate. Scribes carefully copied the words over and over to preserve them Our hearts are sinful and deceive us into not believing what God God spoke His Word to men called "prophets" who spoke for God. One of God's prophets was Jeremiah and his scribe was Baruch Bracketed verses should be quoted or read from God's Word Jesus took the punishment for sin that you and I deserve Will you believe in Jesus as your Savior from sin today? Scripture verses in parentheses are background text. God told Jeremiah He was going to punish the king God spoke to Jeremiah and Baruch wrote the words The people told Jeremiah and Baruch to hide. The officials read the scroll to King Jehoiakim. God speaks to you through the Bible. God gave us His Word so we can know Him! God gave Jeremiah the words again. says is true. [Jeremiah 17:9] [2 Timothy 3:16-17] Slide 10 ("Mercy" Word Card) The people told Jeremia
 The officials read the scr
 Slide 12 (Jeremiah 36:20-31) Slide 8 ("Mercy" Word Card) [1 Corinthians 15:3-4] respect for God's Word Slide 11 (Jeremiah 36:8-19) CONCLUSION (Jeremiah 36:32) Slide 4 (Jeremiah 36:1-4) Slide 7 (Jeremiah 36:5-7) and what He is like. may turn from sin." PROGRESSION OF EVENTS Slide 2 (2 Peter 1:21) Slide 3 (Word Up!) Slide 5 (Word Up!) Slide 9 (Word Up!) [John 5:24] the scribes. 2. ے ن Ġ ŭ. Ï ≓ ≝ ≥

Copyright © 2017 Child Evangelism Fellowship Inc. Permission is given to photocopy this page for club or class use. All other rights reserved. min 8 9 12 The unsaved child will believe the Bible is the true Word of God, trusting in Jesus m 9 "The grass withereth, the flower fadeth: but the word of our God shall stand for min 9 8 ∞ 2 m 7 ω 7 7 2 0 ∞ 7 Attendance; snack; check Wonder Devotional Books and "Quiet introduce rules (See "UPs Rules" chart in the Word Up! Booklet ocated in the GNC Resource Pack. UPs Rules chart is also "Books of the Old Testament" (Books of the Bible Poster Announcements, prayer, hand out "Quiet Time Sheets" Time Sheets;" "Copying a Message" activity included in the Starter Resource Pack.) The Bible is God's true message to you. located in GNC Starter Resource Pack) Welcome, prayer, Word Up! teaching "Three Questions" (visualized song) God speaks to you through the Bible. "The Grass Withers" (Isaiah 40:8) Repetition: "Fading or Forever" "Spending Time with the King' 2 Peter 1:21; 2 Timothy 3:15 The King Has Spoken! **Evangelistic Narrative** "King's Commands" ever." (Isaiah 40:8) Flashcards 1-1—6 Jeremiah 36:1-32 The Bible is true! for salvation. "He Is God" Isaiah 40:8 Lesson Overview Schedule Song Song Song Review Game Closing Small Group Time Opening Theme Song Rules Wonder Time Memory Verse Bible Lesson/ Invitation Scripture Lesson type Supporting Main Teaching Visual Aids Memory Verse Teaching Emphasis Word Up! Scripture Objective for Saved



Curriculum Plan

SALVATION Music CD—Sing About the King 3 LESSONS	2020-2021 MISSIONARY STORY (in Resource Packs)	
Fall Party— Blast Off! The Story of Johannes Kepler		
Foundational Series — God's Love: Hope for the Outcast	Joni Eareckson Tada	
God's Power: Escape from Egypt	The Pinedas: Faith in the Storm	
Christmas Party— The Backwards Birthday Bash		
God's Faithfulness: Return to Canaan	Isobel Kuhn	
Jesus: God Who Saves	The Burnhams	
Easter Party— The King's Crown		
5-Day Club— Discovering Jesus	Mary Slessor	

Discovering sesas	
REIGNING	2022-2023
Music CD—Sing About the King 4 (2022) LESSONS	MISSIONARY STORY (in Resource Packs)
Fall Party— Dinosaur Tracks!	
Foundational Series— Jesus: God Who Cares for People	All that She Had (Gladys Aylward)
God: The One Who Knows My Heart	Lottie Moon
Christmas Party — Joy to the World	
God Rules: Be Strong	Jacob DeShazer
God: The One to Follow	Pete Menjares
Easter Party— Because God Loves You	
5-Day Club — Jesus My Savior and Friend	Operation Auca

No changes have been made in the listed curriculum since it was last used in *Good News Club**.

2021 Version 2.0

BEGINNINGS Music CD—Sing About the King 1 (2021) LESSONS	2021-2022 MISSIONARY STORY (in Resource Packs)
Fall Party— The Thank You Spy	
Foundational Series — God: The Creator King	
The Patriarchs: God's Plan Unfolds	Adhiambo (Martha Olango)
Christmas Party— The Light of Life	
Jesus: God Who Came to Earth	Cameron Townsend
God's Plan in Action: The Early Church	John Cook
Easter Party— Always True Treasure Hunt	
5-Day Club — Turned Around	Ringu of India's Forest

SOVEREIGNTY	2023-2024	
Music CD—Sing About the King 2 LESSONS	MISSIONARY STORY (in Resource Packs)	
Fall Party— Ice Cream MESSage		
Foundational Series— The Wordless Book Visualized	What Is Missions?	
God's Sovereignty: The Life of Joseph	The Girl in the Goathouse	
God Protects His People: The Life of Esther	Robert Foster	
Christmas Party — God Keeps His Promises!		
Jesus: God of Power and Glory	Angie Goes West	
God's Church Expands: The Ministry of Paul	A Special Job for an Ordinary Boy	
Easter Party— Jesus Gives Life and Hope		
5-Day Club— One Way	I Dare: The Amy Carmichael Story	

U.S. Supreme Court Ruling Good News Club v. Milford Central School District June 11, 2001

It is legal to a low *Good News Club*[®] to meet in school facilities.

On June 11, 2001, the U. S. Supreme Court ruled that *Child Evangelism F* ?*llowship*® could have access to public school facilities to conduct Good News Clubs. The decision stated that Bible clubs such as the *G* **od News Club* must be given the same access to school facilities accorded any other non-school-related o itside group.



In Good New Club v. Milford Central School District, the United States Supreme Court ruled that a public school which allows use of its facilities to secular groups may not discr minate against religious groups. The Good News Club case involved a adult-initiated and adult-led after-school religious club sponsored by Child Evangelism Fellowship.

The landmark U.S. Supreme Court decision in June 2001 confirms equal access to public school. In the decision the Court ruled:

- Free speech rights had been violated because of our religious viewpoint.
- Restrictions must not discriminate against speech bas d on viewpoint.
- Permitting *Good News Club* to meet on school premises does not violate the Es ablishment clause.
- The danger that children would believe the school to be endorsing religion is no greater than the danger that they would perceive hostility towards religion if the club were excluded from this public for um.

In 2010 over .33,000 school children attended an after-school *Good News Club* c inducted in over 3,000 public schools in the United States.



www.cefo line.com



CHILD EVANGELISM FELLOWSHIP OF RHODE ISLAND P.O. BOX 688 HOPE, RHODE ISLAND 02831 401-391-7963 www.cefri.org

Good News Club[®] is an exciting, fun-filled weekly club for kids.

- Dynamic Bible Lessons
- Creative Learning Activities
- Inspiring Missionary Stories
- Meaningful Fun Songs
- Life-Changing Scripture Memory

Your child will learn:

- Respect for Authority
- Moral Values
- Character Qualities

program.

• Biblical Principles

Who teaches the club? Specially trained Christians who are concerned for the spiritual well-being of your child teach the club. All club workers are **screened** as required by CEF's Child Protection Policy to ensure your child's safety.

Sponsored by:

Child Evangelism Fellowship of Rhode Island

Hosted and Conducted by:

Knotty Oak Baptist Church

Contact: Justin Martin 401-212-7233

Ryan Baker 401-391-7963

Start Time: 3:15 PM **End Time:** 4:30 PM

Date: Every Monday, October 7, 2019—May 18, 2020, only on full days of school **Location:** Western Coventry Elementary

School-Library

Who can attend? All boys and girls, grades K-5th, regardless of religious background. Parents are also welcome to attend with child.

Parent/Guardian: CEFRI does not provide transportation to the *Good News Club* (GNC^{TM}) location. Parents must arrange transportation to the *GNC* location and must pick up each child promptly at *GNC* end time. Our policies do not allow *GNC* teachers or helpers to remain after club. If your child is not picked up immediately after club three times throughout the school year, he/she will not be allowed to continue attending. Thank you for understanding.

The United States Constitution requires schools to respect the right of all external organizations to distribute flyers to students at school if the school permits any such organization to distribute flyers. Accordingly, the school cannot discriminate among groups wishing to distribute flyers at school and does not endorse the content of any flyer distributed at school. The school encourages parents to assist their children in making choices appropriate for them.

Good News Club® is not an activity of the school or the school district.

<u>—</u>	
Good News Club® Registration Form 2	019 – 2020
Please return completed form to the Western Coventry Elemen	tary School main office.
(child's name) is allowed	ed to attend the Good News Club
at the Western Coventry Elementary School, every Monday af on half days and school holidays. Club will run until May 18, 2 with the school calendar. I understand it is my responsibility to and failure to do so will jeopardize my child's continued participal participal continued continued participal continued participal continued participal continued participal continued con	020 . Clubs will run concurrent pick up my child at 4:30 PM
Parent /Guardian Signature	Date
Indicate how your child will get home on club day.	
My child is registered for and will attend (name of program	n for) extended day/after-school

(continued on reverse side)

Child's Name (first and last):		
School:	Homeroom teacher:	Grade:
Circle one: M / F Birth Date:	Age:	
Street Address:	Ap	t. #
City:	State: Zip:	
List any security/custody issues with this child	?	
List any special needs (ADD, Asperger's, Dysle	exia, etc.)	
Child's allergies (peanuts, chocolate, etc.):		
Family Email:		
Dad's work/cell phone:		
Mom's work/cell phone:		
Church:		
Is either parent in the military? \square Yes \square No	0	
Emergency Contact 1:	Phone:	
Emergency Contact 2:	Phone:	
PERMISSION FOR PICK UP—in addition to	those listed above, the following	people are allowed
to pick up my child: PRINT FULL NAME	CELL PHONE	
1)		
2)		_
		=
Parent/Guardian		
(Signature of parent/g	guardian)	(Date)
(Printed Name)		_
OPTIONAL Photography and Video Relea	se	
Child Evangelism Fellowship® may, from timphotos or videos. I hereby assign and grant to Child Evangelism assign the unqualified right to the ownership, my minor child, without reservation or limitat minor child for, but not limited to, advertising	ne to time, document the activities in Fellowship Inc., its subsidiaries and use and proceeds of all photographs ion, including use of photographs or	successors, and or video of me or video of me or my
Parent/Guardian Signature:		Date:
Parent/Guardian Printed Name:		
Child's Name:		

On Sep 20, 2021, at 10:08 AM, Lopes, Ja	ıel
<pre><jael.lopes@ppsd.org> wrote:</jael.lopes@ppsd.org></pre>	

Hello,

I did receive the documents. Mr. Figueroa will be speaking with our Superintendent and provide next steps.

Thank you,

Jael Lopes

Director of Strategic Community Partnerships Providence School Department

379 Washington Street

Providence, RI 02903

401-456-9100 (11374)

From: Ryan and Kathryn Baker <ryan.katie.baker@iclo ud.com>

Sent: Wednesday, September 15, 2021 12:09 PM

To: Lopes, Jael

<Jael.Lopes@ppsd.org> ; Figueroa, Nick

<Nick.Figueroa@ppsd.o rg>; Lillian (Lily) Escobar <lilymaricela23@gmail. com>; Jack Anderson <goodnews11752@gm ail.com>; Kathi Haley <haleykk@gmail.com> Cc: Ryan Baker

<ryan.katie.baker@iclo ud.com>

Subject: Good News Clubs in Providence Public Schools

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders. _____

Hello Jael

I hope your week is going well! I just wanted to follow up to confirm that you received this information and answer any questions that you may have at this point. If anything requires clarification or is insufficient we will get it clarified right away.

Thank you again Ryan

Ryan Baker
State Board Chair
Child Evangelism Fellowship of Rhode Island
PO Box 688
Hope, RI 02831
401-391-7963
ryan@cefri.org
www.cefri.org

Hello Jael,

I hope you had a great weekend. Thank you for taking the time to meet with Lilian, Jack, and I this past Friday to discuss the Good News Club after school program, a ministry of Child Evangelism Fellowship (CEFRI). It was a pleasure speaking with you and Nick and getting to know each other. I have had the blessing of serving as the State Board Chair for the past six years. I am humbled to say that I am amazed at the impact that these after school clubs have had on the children and their families. As we discussed, Child Evangelism Fellowship is an international non-profit children's ministry with on-going work in just about every country in the world. While CEF is an international organization, we partner with volunteers in local communities in hopes of impacting the lives of children and their families with a message of hope. We are so very passionate about the school children in our community and we are seeking to put action behind our desire to have an impact on their lives! There are currently more than 4800 Good News Clubs in public elementary and middle schools across the United States, including several here in Rhode Island in multiple school districts. We have received overwhelming positive feedback from the children and their families as well as from teachers, principals, and superintendents.

CEFRI has partnered with Pastor Santos Escobar of Vida Abundante UMC located at 689 Cranston Street in Providence. Pastor Santos has an incredible team of faithful and passionate volunteers who are excited about conducting a Good News Club at William D'Abate and Leviton Elementary Schools. Each member of the volunteer team who will be conducting the Good News Club is trained extensively on child protection and worker compliance as well as in all aspects of the proper conduct of a Good News Club. Each volunteer is required to complete a BCI screening check with the state of Rhode Island and a background screening required by CEF that exceeds Rhode Island standards. The children's safety is our top priority. Two or more screened volunteers will be with the children at all times. Furthermore, your school district will be provided with our Certificate of Insurance for liability.

Good News Clubs meet once per week for either 60 or 90 minutes depending on the school schedule. Each club is staffed with a minimum of 6 volunteers. I have enclosed a sample of the permission slip which must be signed by a child's parent or guardian for the child participate in the club. All children, regardless of religious background, are welcome and encouraged to participate in the club. A Good News Club consists of the following components: (1) a Bible lesson, (2) game, (3) song, (4) missionary story, (5) snack (if allowed), and (6) discussion time. Children will learn that God loves them and that He created each of them special and unique. They will learn that every child is valuable.

What the children will learn in a Good News Club mirrors the mission statement of the Providence School District which is to "prepare our students academically for their pursuits, to develop the appropriate social and emotional skills to be productive, empathetic, global citizens, and to stimulate a growth mindset for continued long learning in a culturally diverse society." In learning the Bible, children will be learning about the most famous book every written, one which spans all nations, races, cultures, and demographics. Pastor Santos is from El Salvador; he also has volunteer team members who were born and

raised in Guatemala and the Dominican Republic. This is a diverse international team that can help the children in the club better understand other parts of the world. Children will also learn the social and emotional skills that are so important to their development. They will learn that God wants them to do the right thing, to tell the truth, be kind to one another, respect authority, show compassion, be ready and willing to help others, forgive others and be willing to ask for forgiveness when needed, empathize with others who are struggling. Children will learn these things not just by being taught what the bible says, but by the example being set by our faithful volunteer teams. We believe in teaching by Word and deed. In learning these skills both by hearing what the Bible says and observing the example of our team, the children grow both emotionally and socially. Their parents, teachers, and friends see and feel the impact. Even those students not in the club and the school at large are benefitted by the impact of the children in the Good News Club. Most importantly, the Good News Club is a safe, loving, and nurturing environment for children to be free to express themselves, to ask any question that may be on their mind, and to know that there is a group of people from their community who care deeply for them.

Children will also benefit academically as the Bible is the most well-known and read book in history throughout the entire world. Every child should know at least something about the Bible, and they will learn about the Bible in the Good News Club. The Bible was written over a 1500-year period of time about events which took place on three different continents. There is so much history and cultural diversity in the context of every Bible story that a child's academic understanding of history, geography, and culture is expanded and deepened. Furthermore, every Good News Club includes a missionary story about some of the most extraordinary people in history. These stories are about people who sacrificed so much of their lives to help the sick, poor, hungry, and needy in places all over the world. Children will learn about their struggles and difficult circumstances and the impact that one person can have on the lives of so many who are in need of help. Children will learn about the development of languages, the building of hospitals, and the education of children under some of the most difficult circumstances imaginable. Every child participating in a Good News Club will learn how one person can change the world for the better!

We believe that the Good News Club will positively impact the children of William D'Abate and Leviton because we have heard first hand from parents, teachers, and superintendents of the benefits that the Good News Club is having on the children. I have a included a video link for your viewing about the Good News Clubs

(https://player.vimeo.c om/video/198373425). We have received letters from parents who have told us about the impact the club has had on their child. One superintendent told me that he could not ask for a better program in his schools than the Good News Club. He said this because he has seen the impact on the children.

We are asking that you would please grant us your approval to conduct a Good News Club at William D'Abate and Leviton Elementary School. Please give us the opportunity to help the children of our community by making a positive impact in their life. Please provide the children who would like to participate, the opportunity to benefit from the Good News Club.

It would be a pleasure to speak with you anytime and answer any questions that you have. My cell phone is 401-391-7963. Please don't hesitate to call me anytime

Sincerely,

Ryan Baker State Board Chair CEF of Rhode Island P.O. Box 688 Hope RI 02831 401-391-7963 ryan@cefri.org www.cefri.org

Case 1:23-cv-00099 Document 1-10 Filed 03/10/23 Page 4 of 4 PageID #: 64

*****This information may be confidential and/or privileged. Use of this information by anyone other than the intended recipient is prohibited. If you received this in error, please inform the sender and remove any record of this message.****

From: Kathryn Baker <ryan.katie.baker@icloud.com>

Date: October 6, 2021 at 7:33:30 AM EDT

To: Jael Lopes < Jael.Lopes@ppsd.org>, Nick Figueroa < Nick.Figueroa@ppsd.org>

Cc: "Lopes, Jael" <Jael.Lopes@ppsd.org>, "Figueroa, Nick" <Nick.Figueroa@ppsd.org>, "Lillian (Lily) Escobar" lilymaricela23@gmail.com>, Jack Anderson <goodnews11752@gmail.com>, Kathi Haley

<haleykk@gmail.com>, Ryan Baker <ryan.katie.baker@icloud.com>

Subject: Re: Good News Clubs in Providence Public Schools

Nick and Jael

We are coming up on four weeks since we met at your office to discuss the Good News Clubs. At that meeting you asked many questions and requested a lot of information from me regarding our program. Within a day I had provided you with everything that you asked.

At that same meeting you promised me that you would get back to me within a reasonable period of time and that we would have a dialogue. To this point almost four weeks later you have not kept your promise. This is disappointing as I would think that you would welcome people in your community who want to serve the children and their families by providing a fun after school program offered at absolutely no cost. One that I may add, several of your neighboring districts have embraced.

At this point I have no choice but to interpret your silence as a denial of our request to have a Good News Club at William D Abate and Leviton Elementary School. If I am misinterpreting that please correct me but this is the impression that I have. I would remind you that two years ago there was a Good News Club at William D Abate for which 48 children signed up to participate.

Considering the many different organizations that the Providence Schools partner with to conduct after school programs, your denial of a Good News Club is discrimination as defined under the "Equal Access" clause and explained in the Supreme Court Decision 533, US 98 Good News Clubs vs Milford Schools which found that Good News Clubs must be granted the same access to public school facilities as afforded any other non school related outside group.

I have been hoping that you would respond to me and we can have the dialogue that you promised. I am asking that you reach out to me by Friday so we can discuss. If I don't hear from you I will be turning this over to our legal team at Liberty Counsel and you will hear from our attorney, Richard Mast.

I look forward to speaking with you

Sincerely, Ryan

Ryan Baker
State Board Chairman
Child Evangelism Fellowship of Rhode Island
PO Box 688
Hope, RI 02831
401-391-7963
ryan@cefri.org
www.cefri.org

Sent from my iPhone

On Oct 4, 2021, at 7:48 AM, Ryan and Kathryn Baker <ryan.katie.baker@icloud.com> wrote:

Good Morning, Nick

I hope you had a great weekend

There are many families who are interested in having their children participate in the Good News Club at William D'Abate and also at Leviton. We have been awaiting your approval for two weeks now, is there anything that we are missing in order to gain approval to start these clubs?

Thank you, Ryan

Ryan Baker
State Board Chairman
Child Evangelism Fellowship of Rhode Island
PO Box 688
Hope, RI 02831
401-391-7963
ryan@cefri.org
www.cefri.org

On Oct 1, 2021, at 7:01 AM, Kathryn Baker <ryan.katie.baker@icloud.com> wrote:

Nick

I hope you are having a great week

I am following up regarding the Good News Clubs. It has been two weeks since I submitted the information that you requested of us. Unless I have missed something I believe that I have provided all of the documents that you and Jael requested and answered your questions regarding the club.

At this point is there anything prevent the Good News Clubs at William D'Abate and Leviton from beginning the second week in October when the other after school programs begin?

When we parted after our meeting three weeks ago you had said we would have a dialogue which would be most welcomed.

Thank you for all you do for the children of our community.

Sincerely,

Ryan

Ryan Baker
State Board Chairman
Child Evangelism Fellowship of Rhode Island
PO Box 688
Hope, RI 02831
401-391-7963
ryan@cefri.org
www.cefri.org

Sent from my iPhone

On Sep 27, 2021, at 10:17 PM, Kathryn Baker <ryan.katie.baker@icloud.com> wrote:

Nick

I hope you had a wonderful weekend!

I just wanted to follow up regarding the Good News Club. We are very excited to hopefully start the second week in October.

Please don't hesitate to call anytime if there is any additional information that is needed or any questions

Thank you Ryan

Ryan Baker
State Board Chair
Child Evangelism Fellowship of Rhode Island
PO Box 688
Hope, RI 02831
401-391-7963
ryan@cefri.org
www.cefri.org

Sent from my iPhone

Case 1:23-cv-00099 Document 1-12 Filed 03/10/23 Page 1 of 7 PageID #: 68

From: Kathryn Haley <haleykk@gmail.com>
Date: October 6, 2021 at 11:15:08 AM EDT
Tangidu Figure & Broad and includes & Broad and includes & Broad and includes & Broad & Broad

To: nick.Figueroa@ppsd.org, jael.lopes@ppsd.org

Cc: Ryan Baker < ryan@cefri.org>

Subject: CEFRI Facility Use Applications for William D'Abate and Leviton ES

Good morning, Mr. Figueroa.

My name is Kathryn Haley and I am the Board Secretary of Child Evangelism Fellowship of Rhode Island. We are requesting to conduct afterschool Good News Clubs at William D'Abate and Leviton Elementary Schools. At the attachment, please find our applications for facility use at both of these schools. I have also included certificates of insurance for each school and our 501c documentation. If there is anything else you need from us to complete our application, please let me know. We look forward to serving the children in these schools.

Sincerely, Kathryn Haley CEFRI Board Secretary



Rental of School Facilities Application

*ALL CONTRACTS END JUNE 30^{TH} UNLESS OTHERWISE *ALL FIELDS REQUIRED

Today's date: 9-7-2/		
Requested dates(s): TVESDAYS 10-19-21- 5/24/22		
Requested School: WILLIAM D'ABATE		
Facility to be used: Auditorium O Gym O Cafeteria	Classroom Q Outdoors Q Library Q	
Organization name: CHILD EVANGELISM F		
Organization billing address: P.O. BOX 688	HOPE, RI 02831	
Description of proposed use: AFTER SCHOOL &	BIBLE CLUB needed)	
Hours of use: DISMISSAL + 90 MINO		
Please check one: Profit Organization: O Non Profit Organ	nization: (attach 501(c)(3) documentation)	
Admission charged: \$ 0 Estimated attendance	ce: 30 Print Form	
This section to be filled out by Provider	nce School Department personnel only	
Any cancellation in a schedule must be made by calling both the Sup advance or fees will not be refunded.	port Services Office and the school to be used twenty four (24) hours in	
Services required: No. of Personnel Estimated Co	osts Actual Costs	
Rental Fee \$	\$	
Stationary Engineer \$		
Custodian(s) , \$	\$	
Police Officer(s) \$	\$	
Total \$	\$	
Groups renting space for one day events are required to pay one hundred (100%) of the cost of rental and for custodial services prior to usage. Recurring usage requires a two event security deposit prior to usage.		
I (we) having fully read the rules and regulations, agree that claims arising from Renter's usage for equipment and facilities for breakage or loss shall be met by the Renter. The Renter will hold the Providence School Department, the City of Providence, and the Providence Public Buildings Authority and any of their employees harmless to any personal injuries, liable, or any other suits arising as a result of the use of facilities by the Renter to either participants or spectators. Organizations must furnish certificates of property damage in the amount of \$100,000 and general liability insurance in the amount of \$2,000,000 with The Providence School Department, the City of Providence, and the Providence Public Buildings Authority as additional insured. AT NO TIME IS ALCOHOL PERMITTED ON SCHOOL PROPERTY.		
Signature of Applicant: Mayar Baker	Date: 9/10/2021	
Authority as additional insured. AT NO TIME IS ALCOHOL PERMITTED ON SCHOOL PROPERTY. Signature of Applicant:		
Principal's approval:	Date:	
Support Services Approval: Revised 11/13/09. Subject to PPSD School Board Policy NASB / NEPN : KI		

ACORD

CHILEVA-01

KFRATUS

CERTIFICATE OF LIABILITY INSURANCE

9/7/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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Ste 100					E-MAIL ADDRESS:					
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	Child Evangelism Fellowshi	р			INSURER C :					
	of RI Inc P O BOX 688				INSURER D :	1/570100-0				
	Hope, RI 02831				INSURER E :					
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CE	RTIFICATE HOLDER				CANCELLATION					
D'Abate Elementary School 60 Kossuth St					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	Providence, RI 02909				AUTHORIZED REPRESENTATIVE					

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TAX ADMINISTRATOR

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ADMINISTRATION
DIVISION OF TAXATION

49 WESTMINSTER STREET, PROVIDENCE 3, R. I.

CERTIFICATE OF EXEMPTION

CHILD EVANGELISM FELLOWSHIP OF R. I., INC. R.R. 5 CRANSTON, RHODE ISLAND

THIS IS TO CERTIFY, That the above-named institution, being either a religious, educational or charitable institution, has qualified for exemption pursuant to the provisions of the Rhode Island Sales and Use Tax Act, Chapter 18, Title 44, of the General Laws of 1956, as amended, and is accordingly exempt from the payment of the sales tax on sales made to it and from the use tax on the stormage, use or other consumption of tangible personal property by it:

FRED M. LANGTON TAX ADMINISTRATCR

Joseph P. Segatore

Chief Tax Examiner, Sales

Certificate #657

Date of Issuance ___January 16, 1962



Rental of School Facilities Application

*ALL CONTRACTS END JUNE 30TH UNLESS OTHERWISE *ALL FIELDS REQUIRED

Today's date: 10-6-2021	Submit	completed for	m to requested scho	ol's Principal							
Requested dates(s): THU25DAYS 10-21-21 - 5-26-22											
Requested School: LEVITON ELEMENTARY SCHOOL											
Facility to be used: Auditorium O Gym O Cafeteria O Classroom O Outdoors O Library O											
Organization name: CHILD EVANGELISM FELLOWSHIP OF RHODEISLAND											
Organization billing address: P.C. BEX 688 HOPE, RI 02831											
Description of proposed use: AFTER SCHOOL BIBLE CLUB											
(Attach additional page if more room is needed) Hours of use: DISMISSAL + GOMINIVTES											
Please check one: Profit Organization: Non Profit Organization: (attach 501(c)(3) documentation)											
Admission charged: \$ O Estimated attendance: 30											
This section to be filled out by Providence School Department personnel only											
Any cancellation in a schedule must be made by calling both the Support Services Office and the school to be used twenty four (24) hours in advance or fees will not be refunded.											
Services required: No. of Personnel	Estimated Costs	Actual Costs									
Rental Fee	\$	\$									
Stationary Engineer	\$	\$									
Custodian(s)	\$	\$									
Police Officer(s)	\$	\$									
Total	\$	\$									
Groups renting space for one day events are required to pay one hundred (100%) of the cost of rental and for custodial services prior to usage. Recurring usage requires a two event security deposit prior to usage.											
I (we) having fully read the rules and regulations, agree that claims arising from Renter's usage for equipment and facilities for breakage or loss shall be met by the Renter. The Renter will hold the Providence School Department, the City of Providence, and the Providence Public Buildings Authority and any of their employees harmless to any personal injuries, liable, or any other suits arising as a result of the use of facilities by the Renter to either participants or spectators. Organizations must furnish certificates of property damage in the amount of \$100,000 and general liability insurance in the amount of \$2,000,000 with The Providence School Department, the City of Providence, and the Providence Public Buildings Authority as additional insured. AT NO TIME IS ALCOHOL PERMITTED ON SCHOOL PROPERTY.											
Signature of Applicant: Ryan Baker Date: 10/6/2021											
Applicants address: 62/3EVEV N. HOPE, RIOZ		Phone Number:	101-391-796	3							
Principal's approval:		τ	Date:								
Support Services Approval:	(ACD (NEW)	Disapproval:									



CHILEVA-01

KFRATUS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/7/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

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CEF	RTIFICATE HOLDER				CANCELLATION SHOULD ANY OF	THE ABOVE D	DESCRIBED POLICIES BE C	ANCEL	LED BEFORE		
Leviton Elementary School 65 Greenwich St Providence, RI 02907							HEREOF, NOTICE WILL CY PROVISIONS.	BE DE	ELIVERED IN		
							Suy States				

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ADMINISTRATION
DIVISION OF TAXATION

49 WESTMINSTER STREET, PROVIDENCE 3, R. I.

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THIS IS TO CERTIFY, That the above-named institution, being either a religious, educational or charitable institution, has qualified for exemption pursuant to the provisions of the Rhode Island Sales and Use Tax Act, Chapter 18, Title 44, of the General Laws of 1956, as amended, and is accordingly exempt from the payment of the sales tax on sales made to it and from the use tax on the stormage, use or other consumption of tangible personal property by it.

FRED M. LANGTON TAX ADMINISTRATOR

Joseph P. Segatore

Chief Tax Examiner, Sales

Case 1:23-cv-00099 Document 1-13 Filed 03/10/23 Page 1 of 1 PageID #: 75

From: "Figueroa, Nick" < Nick. Figueroa@ppsd.org>

Date: October 6, 2021 at 1:57:45 PM EDT

To: Kathryn Haley <haleykk@gmail.com>, "Lopes, Jael"

<Jael.Lopes@ppsd.org>

Cc: Ryan Baker <ryan@cefri.org>

Subject: RE: CEFRI Facility Use Applications for William D'Abate and Leviton ES

Good afternoon Ms. Haley, hope you are well, please note that these request for partnership sit with the legal team which is standard process as we work to develop partnerships. This process can take some time unfortunately and until we hear back from counsel we are unable to move forward. We will provide an update once that process has been completed.

Nick

From: Kathryn Haley <haleykk@gmail.com> Sent: Wednesday, October 6, 2021 11:14 AM

To: Figueroa, Nick <Nick.Figueroa@ppsd.org>; Lopes, Jael <Jael.Lopes@ppsd.org> Cc: Ryan Baker <ryan@cefri.org>

Subject: CEFRI Facility Use Applications for William D'Abate and Leviton ES

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning, Mr. Figueroa.

My name is Kathryn Haley and I am the Board Secretary of Child Evangelism Fellowship of Rhode Island. We are requesting to conduct afterschool Good News Clubs at William D'Abate and Leviton Elementary Schools. At the attachment, please find our applications for facility use at both of these schools. I have also included certificates of insurance for each school and our 501c documentation. If there is anything else you need from us to complete our application, please let me know. We look forward to serving the children in these schools.

Sincerely, Kathryn Haley CEFRI Board Secretary

*****This information may be confidential and/or privileged. Use of this information by anyone other than the intended recipient is prohibited. If you received this in error, please inform the sender and remove any record of this message.*****

On Oct 6, 2021, at 2:05 PM, Figueroa, Nick <Nick.Figueroa@ppsd.org> wrote:

Afternoon, I responded to your previous email regarding this process. Please note that we have a process here that we must adhere to and that process is ongoing. I appreciate your enthusiasm to work with Providence students but that has yet to be determined as we await legal counsel review. As stated in my previous email, that is a time consuming process and we await patiently a response from counsel. We will provide an update once we get a response.

Nick

From: Kathryn Baker <ryan.katie.baker@icloud.com>

Sent: Wednesday, October 6, 2021 7:33 AM

To: Lopes, Jael <Jael.Lopes@ppsd.org>; Figueroa, Nick

<Nick.Figueroa@ppsd.org>

Cc: Lopes, Jael <Jael.Lopes@ppsd.org>; Figueroa, Nick

<Nick.Figueroa@ppsd.org>; Lillian (Lily) Escobar

<lilymaricela23@gmail.com>; Jack Anderson

<goodnews11752@gmail.com>; Kathi Haley <haleykk@gmail.com>; Ryan Baker <<u>ryan.katie.baker@icloud.com</u>>

Subject: Re: Good News Clubs in Providence Public Schools

CAUTION: This email originated from outside your organization	. Exercise caution when opening attachments
or clicking links, especially from unknown senders.	

Nick and Jael

We are coming up on four weeks since we met at your office to discuss the Good News Clubs. At that meeting you asked many questions and requested a lot of information from me regarding our program. Within a day I had provided you with everything that you asked.

At that same meeting you promised me that you would get back to me within a reasonable period of time and that we would have a dialogue. To this point almost four weeks later you have not kept your promise. This is disappointing as I would think that you would welcome people in your community who want to serve the children and their families by providing a fun after school program offered at absolutely no cost. One that I may add, several of your neighboring districts have embraced.

At this point I have no choice but to interpret your silence as a denial of our request to have a Good News Club at William D Abate and Leviton Elementary School. If I am misinterpreting that please correct me but this is the impression that I have. I would remind you that two years ago there was a Good News Club at William D Abate for which 48 children signed up to participate.

Considering the many different organizations that the Providence Schools partner with to conduct after school programs, your denial of a Good News Club is discrimination as defined under the

"Equal Access" clause and explained in the Supreme Court Decision 533, US 98 Good News Clubs vs Milford Schools which found that Good News Clubs must be granted the same access to public school facilities as afforded any other non school related outside group.

I have been hoping that you would respond to me and we can have the dialogue that you promised. I am asking that you reach out to me by Friday so we can discuss. If I don't hear from you I will be turning this over to our legal team at Liberty Counsel and you will hear from our attorney, Richard Mast.

I look forward to speaking with you

Sincerely, Ryan

Ryan Baker
State Board Chairman
Child Evangelism Fellowship of Rhode Island
PO Box 688
Hope, RI 02831
401-391-7963
ryan@cefri.org
www.cefri.org

Sent from my iPhone



DISTRICT OF COLUMBIA

109 Second Street NE Washington, DC 20002 Tel 202-289-1776 Fax 407-875-0770 LC.org

FLORIDA

PO Box 540774 Orlando, FL 32854 Tel 407-875-1776 Fax 407-875-0770

PO Box 11108 Lynchburg, VA 24506 Tel 407-875-1776 Fax 407-875-0770 Liberty@LC.org

VIRGINIA

REPLY TO FLORIDA

November 5, 2021

Via Email and Facsimile

Dr. Javier Montañez, Superintendent Providence Public Schools District 797 Westminster St Providence, RI 02903

Fax: 401-456-9284

Email: Javier.Montanez@ppsd.org

RE: Approval for Good News Clubs meetings

Dear Dr. Montañez:

Liberty Counsel is a national nonprofit litigation, education and public policy organization with an emphasis on constitutional liberties. Our primary focus is upon First Amendment rights, with a special emphasis on religious liberty and the public schools. We have affiliated attorneys across the nation, including Rhode Island. My colleague, attorney Gregory S. Inman (copied below), is licensed in and assisting us in Rhode Island.

Liberty Counsel represents Child Evangelism Fellowship of Rhode Island ("CEF"). I am writing to request that Providence Public Schools District ("PPSD" or "the District") please approve CEF's facilities use requests to hold a Good News Club ("GNC") after school, at Wiliam D'Abate Elementary School and at Leviton Elementary School. The law is very clear on whether CEF has a right to meet on school property after school pursuant to facilities use policy.

As you may know, the Good News Club is a nurturing, welcoming, privately sponsored, after-school enrichment club offering training in morals, character, leadership and citizenship, from a Christian/Biblical perspective, through fun activities, projects, stories, songs and games. All children are welcome, regardless of religious belief, and may only attend with parental permission. Attendance is free, and no donations are solicited.

Some of the character qualities promoted by the Good News Club have historically been promoted by the U.S. Department of Education (DOE) and the Rhode Island Department of Education (RIDE), in partnership with PPSD, with grants totaling hundreds of thousands of dollars. These character qualities included "universal ethical values such as

fairness, honesty, compassion, respect, and responsibility." All of these values are taught, at one time or another, in the Good News Club, but from a Christian religious viewpoint.

I understand that in early September 2021, CEF State Board Chair Ryan Baker met with Nick Figueroa and Jael Lopes and provided information regarding restarting Good News Clubs within the District. A GNC had previously met at D'Abate Elementary facilities in 2019.

Mr. Baker followed up after the September meeting via email at reasonable intervals, to check if any additional info or actions from CEF were necessary to process the request for approval for the GNC to begin meeting. On September 20, 2021, Jael Lopes responded that she had received the documents, and that Mr. Figueroa would be speaking with the superintendent and providing next steps.

With no further next steps forthcoming, CEF emailed the attached facilities use forms to the District on October 6, 2021, expressing some disappointment at the District's lack of responsiveness to the relatively simple request to approve the GNCs. Mr. Figueroa responded on October 6, as follows:

Afternoon, I responded to your previous email regarding this process. Please note that we have a process here that we must adhere to and that process is ongoing. I appreciate your enthusiasm to work with Providence students but that has yet to be determined as we await legal counsel review. As stated in my previous email, that is a time consuming process and we await patiently a response from counsel. We will provide an update once we get a response.

(Emphasis added). With respect, the legal question is very simple, and does not require extensive legal review. I provide the following analysis to assist in the District's process.

First, CEF's completed facilities use applications (and proposed use of school facilities to host the GNC) are compliant with all aspects of BP KF. Board Policy KF, Community Use of School Facilities, is the expression of School Board policy ensuring:

- 1. Responsible use of School facilities through an application and contracting process that includes disclosure of use, time, guidelines, and delineation of responsibilities;
- 2. Priority for Providence School activities for students and parents:
- 3. No financial burden to the district through use of a fee structure for building use, and a fee for all other costs incurred by the district, i.e. custodial:
- 4. Indemnity for the Providence School Department from liability proceedings by requiring liability insurance as part of the contracting process.

Second, not only is the GNC facilities use request compliant with applicable board policy, the District permits another, similarly-situated, youth group, <u>Girls on the Run</u> ("GOTR") to meet after school (District-wide) and specifically at William D'Abate Elementary since at least 2017. GOTR will be meeting in March 2022. GOTR is a privately-sponsored 501(c)(3)

¹ https://www2.ed.gov/programs/charactered/grantees/ri.html

nonprofit organization which offers its character-building lessons and running program for girls. GOTR seeks to teach only girls to be "joyful, healthy and confident using a fun, experience-based curriculum which creatively integrates running," teaching character qualities such as "Empowerment, Responsibility, Intentionality, Diversity, Connectedness, Joy, Optimism, Gratitude, Nurturing, Healthy, Open-hearted, Compassion;" in order to "Nurture [girls'] physical, emotional and spiritual health." The GNC also nurtures students' spiritual health and teaches good character, but does so for both girls and boys, without regard to sex.

The Supreme Court and various federal courts have confirmed that religious organizations may not be subjected to discrimination on the basis of their religious viewpoint. See Good News Club v. Milford School District, 533 U.S. 98 (2001); Hills v. Scottsdale Unified School District, 329 F.3d 1044 (9th Cir. 2003); Child Evangelism Fellowship v. Montgomery County, 373 F.3d 589 (4th Cir. 2004); Child Evangelism Fellowship of New Jersey Inc. v. Stafford Township School District, 386 F.3d 514 (3d Cir. 2004). See also Child Evangelism Fellowship of Greater San Diego v. Acle, 2009 WL 484204, in which discriminatory treatment of the Good News Club resulted in Liberty Counsel receiving attorney fees in the amount of \$86,902.50. Where the District by policy permits use of school facilities, and by practice permits other, similarly situated groups to meet, the District must extend equal treatment to the GNC, including meeting space, facilities access and fee waivers; and including announcements about the club or its activities.

Liberty Counsel has addressed issues of inordinate delay by school authorities in responding to the requests of the Good News Club. Inordinate delay can serve as a constructive denial, based on CEF's religious viewpoint. Multiple courts of appeal have rejected improper treatment of CEF on the basis of CEF's Christian religious viewpoint. The nature of the program presented by the GNC was considered by the Eighth Circuit Court of Appeals in another Liberty Counsel case, *Child Evangelism Fellowship of Minnesota v. Minneapolis Special Sch. Dist. No. 1*, 690 F.3d 996, 1003-04 (8th Cir. 2012):

The record reflects that the organization, structure and activities of the various GNCs around the country have not changed since the programs were litigated in *Milford* nearly [twenty] years ago. The Supreme Court and our court have both consistently held that this type of speech is private speech, not school sponsored. See *Milford*, 533 U.S. at 113, 121 S.Ct. 2093; *Wigg*, 382 F.3d at 815; *Ladue*, 28 F.3d at 1509–10. Our sister circuits have ruled similarly. *E.g.*, *Child Evangelism Fellowship of New Jersey, Inc. v. Stafford Twp. Sch. Dist.*, 386 F.3d 514, 525 (3d Cir.2004) (holding that the purpose of the school's forum was not to convey its own message but to assist all organizations in the community). Following this precedent, we hold that **CEF's meetings, even as part of the after-school program, are not school sponsored.**

Id. at 1004. (Emphasis added).

Liberty Counsel has represented CEF chapters nationwide without a loss in extensive litigation. Given the clarity of the law, and the simple nature of the facilities use request, I am requesting that Providence Public Schools District approve the Good News Clubs' facilities

-

² https://www.gotrri.org/

RE: @ase News Clubs meeting and 600 meeting an Page 4

use requests, in any available space. Please provide a written response on behalf of the District, by Wednesday, November 10, 2020, approving the meeting request of the GNC.

If I do not receive this response, I will unfortunately conclude that the District is indifferent to the concerns expressed herein, and Liberty Counsel will take further action to prevent continued irreparable harm to the liberties of our clients.

Thank you for your attention to this request.

Sincerel

Richard L. Mast

Attachments

CC

Via Email

Gregory S. Inman, Esq. ^{††}

School Board Kinzel Thomas, President Diagneris Garcia Mark Santow Travis Escobar Elizabeth Goldberg Nicholas Hemond Muyideen Ibiyemi Ty'Relle Stephens

ginman@itwlaw.com

Kinzel.Thomas@ppsd.org diagneris.garcia@ppsd.org mark.santow@ppsd.org travis.escobar@ppsd.org elizabeth.goldberg@ppsd.org nicholas.hemond@ppsd.org muyideen.ibiyemi@ppsd.org TyRelle.Stephens@ppsd.org

RLM/tge

[†]Licensed in Virginia ††Licensed in Rhode Island



Rental of School Facilities Application

*ALL CONTRACTS END JUNE 30TH UNLESS OTHERWISE *ALL FIELDS REQUIRED

Today's date: 9-7-21								
Requested dates(s): TUESDAYS 10-19-21- 5/24/22								
Requested School: WILLIAM D'L	BATE							
Facility to be used: Auditorium O Gym O	Cafeteria Classro	oom Outdoo	rs O Library O					
Organization name: CHILD EVANG	ELISM FEL	LOWSHIP	of RI					
Organization billing address: P.O. Box	1688 HR	OPE, RI	02831					
Description of proposed use: AFTER 5	e if more room is needed)	ECLUB						
Hours of use: DISMISSAL + 9		5						
Please check one: Profit Organization: O No	on Profit Organization	a: O (attach 501(c)(3) documentation)					
	mated attendance:			Print Form				
This section to be filled o	out by Providence Sci	hool Departmen	at personnel only					
Any cancellation in a schedule must be made by cal advance or fees will not be refunded.	ling both the Support Se	rvices Office and t	he school to be used twenty four	(24) hours in				
Services required: No. of Personnel	Estimated Costs	Actual Costs						
Rental Fee	\$	\$	anna.					
Stationary Engineer	S	\$	===					
Custodian(s)	\$	\$						
Police Officer(s)	\$	\$	_					
Total	\$	\$	-					
Groups renting space for one day events are required to pay one hundred (100%) of the cost of rental and for custodial services prior to usage. Recurring usage requires a two event security deposit prior to usage.								
I (we) having fully read the rules and regulations, as be met by the Renter. The Renter will hold the Prov. Authority and any of their employees harmless to ar Renter to either participants or spectators. Organizatinsurance in the amount of \$2,000,000 with The Pro Authority as additional insured. AT NO TIME IS	idence School Departme ny personal injuries, liab tions must furnish certifi vidence School Departn	ent, the City of Pro le, or any other sui cates of property of nent, the City of Pr	vidence, and the Providence Pub ts arising as a result of the use of lamage in the amount of \$100,00 ovidence, and the Providence Pu	lic Buildings facilities by the 0 and general liability blic Buildings				
Signature of Applicant: Jugue Date: 9/10/2021								
Applicants address: 621 SEVEN MILERO Phone Number: 401-391-7963								
Principal's approval:	Authority as additional insured. AT NO TIME IS ALCOHOL PERMITTED ON SCHOOL PROPERTY. Signature of Applicant:							
Support Services Approval: Revised 11/13/09. Subject to PPSD School Board Policy 1		Distippie i mi						



CHILEVA-01

KFRATUS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/7/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

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3 St	arr F	Ridge Rd										
Ste		er, NY 10509				ADDRESS:	_					
DIA	Mare	n, N 1 10303					INS	URER(S) AFFOI	RDING COVERAGE		NAIC#	
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		P O BOX 688				INSURER D :						
		Hope, RI 02831				INSURER E :						
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ACORD 25 (2016/03)

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TAX ADMINISTRATOR

DEPARTMENT OF ADMINISTRATION

DIVISION OF TAXATION

49 WESTMINSTER STREET, PROVIDENCE 3, R. I.

CERTIFICATE OF EXEMPTION

CHILD EVANGELISM FELLOWSHIP OF R. I., INC. R.R. 5 CRANSTON, RHODE ISLAND

THIS IS TO CERTIFY, That the above-named institution, being either a religious, educational or charitable institution, has qualified for exemption pursuant to the provisions of the Rhode Island Sales and Use Tax Act, Chapter 18, Title 44, of the General Laws of 1956, as amended, and is accordingly exempt from the payment of the sales tax on sales made to it and from the use tax on the storage, use or other consumption of tangible personal property by it.

FRED M. LANGTON TAX ADMINISTRATOR

Joseph P. Segatore

Chief Tax Examiner, Sales

Certificate #657

Date of Issuance January 16 1962



Rental of School Facilities Application

*ALL CONTRACTS END JUNE 30TH UNLESS OTHERWISE *ALL FIELDS REQUIRED

Today's date: 10-6-2021			orm to requested scho	ol's Principal						
Requested dates(s): THU25DAYS 10-21-21 - 5-26-22										
Requested School: LEVITON ELE	Requested School: LEVITON ELEMENTARY SCHOOL									
Facility to be used: Auditorium O Gym O	Cafeteria Classro	oom Outdoor	s O Library O							
Organization name: CHILD EVANO	ELISM FO	ELLOWSE	HIP OF EHODE!	SUND						
Organization billing address: P. C. BE	x 688 H	DPE, RI	02831							
Description of proposed use: AFTERS	CHOOL B.	BLECL	UB							
Hours of use: DISMISSAL + 90	if more room is needed)									
Please check one: Profit Organization: O Nor			(3) documentation)							
			(3) documentation)	Print Form						
Admission charged: \$ O Estim	ated attendance: 3			Print Form						
This section to be filled ou	t by Providence Sch	nool Departmen	personnel only							
Any cancellation in a schedule must be made by calli- advance or fees will not be refunded.	ng both the Support Ser	vices Office and th	ne school to be used twenty four	(24) hours in						
Services required: No. of Personnel	Estimated Costs	Actual Costs								
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Stationary Engineer	\$	\$	-							
Custodian(s)	\$	\$	_							
Police Officer(s)	\$	\$	_							
Total	\$	\$								
Groups renting space for one day events are required to pay one hundred (100%) of the cost of rental and for custodial services prior to usage. Recurring usage requires a two event security deposit prior to usage.										
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Signature of Applicant: Ryan Ba	(bes)		Date: 10/6/2021							
Applicants address: 621 SEVEN MILERO Phone Number: 401-391-7963										
Principal's approval:	Principal's approval: Date:									
Support Services Approval:										
Revised 11/13/09. Subject to PPSD School Board Policy N.	ASB / NEPN : Kr approve	cu 9/23//1, revised //	24/12, 12/10/81, 3/11/91, and //28/	JJ.						



CHILEVA-01

KFRATUS

CERTIFICATE OF LIABILITY INSURANCE

9/7/2021

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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ES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	ACORE	0 101, Additional Remarks Schedu	le, may be attached if mo	re space is requi	red)					
CE	RTIFICATE HOLDER				CANCELLATION							
Leviton Elementary School 65 Greenwich St					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.							
	Providence, RI 02907				AUTHORIZED REPRESENTATIVE							

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49 WESTMINSTER STREET, PROVIDENCE 3. R. I.

CERTIFICATE OF EXEMPTION

CHILD EVANGELISM FELLOWSHIP OF R. I., INC. R.R. 5 CRANSTON, RHODE ISLAND

THIS IS TO CERTIFY, That the above-named institution, being either a religious, educational or charitable institution, has qualified for exemption pursuant to the provisions of the Rhode Island Sales and Use Tax Act, Chapter 18, Title 44, of the General Laws of 1956, as amended, and is accordingly exempt from the payment of the sales tax on sales made to it and from the use tax on the stormage, use or other consumption of tangible personal property by it.

FRED M. LANGTON
TAX ADMINISTRATOR

Jeseph P. Segatore

Chief Tax Examiner, Sales

Certificate #657

Date of Issuance January 16 1962

From: "Kermen, Brent (Principal)" <Brent.Kermen@ppsd.org>

Date: November 14, 2021 at 4:12:22 PM EST

To: Ryan and Kathryn Baker <ryan.katie.baker@icloud.com>

Subject: Re: Good News Club

Hi Ryan,

Wow! I am so sorry to hear this and am unsure of why there is an issue this year.

I will follow up with Nick again to verify that your program proposal meets the requirements he referenced when I inquired. I will let you know what I hear.

Thanks for sticking with us! Brent

Brent E. Kermen, Principal William D'Abate Elementary 60 Kossuth St. Providence, R.I. 02909 (401) 456-9416

From: Ryan and Kathryn Baker <ryan.katie.baker@icloud.com>

Sent: Tuesday, November 9, 2021 4:28 PM

To: Kermen, Brent (Principal) <Brent.Kermen@ppsd.org>

Cc: Ryan Baker <ryan.katie.baker@icloud.com>

Subject: Re: Good News Club

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Mr. Kerman

I hope all is well as I know this is a challenging time. Thank you for all you are doing for the children at William D'Abate.

Regarding Mr. Figuroa's request, I have provided both Mr. Figuroa and Jael Lopes with all of the information that they requested including.... student expectations, our curriculum, lesson plans, mission statements, explanation for how our program supports the district and school's mission statement, overview of our organization, etc.... I would have copied you on this, however they told me that I was not to speak with you under any circumstances. Just to give you a timeline, my original meeting with Mr. Figuora and Jael Lopes took place on September 10th. I provided all of the information that they requested on September 13th.

I feel confident in saying that I have provided more information regarding the Good News Club than any after school club has been required to provide in all of the Providence schools.

EXHÎBIT P

All the information that there is to provide has been provided. We are looking for approval to begin the club by the end of the day tomorrow.

We are very excited about starting the club. Thank you so very much for all of your support

Sincerely Ryan

Ryan Baker
State Board Chairman
Child Evangelism Fellowship of Rhode Island PO Box 688
Hope, RI 02831
401-391-7963
ryan@cefri.org
www.cefri.org

On Nov 9, 2021, at 4:04 PM, "Kermen, Brent (Principal)" < Brent.Kermen@ppsd.org> wrote:

Hi Ryan,

Long time and sorry for such a delay. Nick Figuroa is asking the Good News Club to provide:

Good News Club can demonstrate academic/attendance outcomes for PPSD students

If your program is able to provide program goals which speak to academic and attendance outcomes, they will review your request and consider allowing us to host the Good News Club.

Hopefully, this is something you can provide, and if so, we can take the next step. I look forward to hearing back and hopefully getting this program started here at D'Abate again soon.

Thank you, Brent

Brent E. Kermen, Principal William D'Abate Elementary 60 Kossuth St. Providence, R.I. 02909 (401) 456-9416 From: Kathryn Baker <ryan.katie.baker@icloud.com>

Date: November 14, 2021 at 4:36:28 PM EST **To:** Brent Kermen < Brent.Kermen@ppsd.org >

Subject: Fwd: Good News Clubs in Providence Public Schools

Hi Mr. Kermen

Thank you for your support for the Good News Club. It has been a blessing to serve the children at William D'Abate and a pleasure working with you

I have enclosed the information that I submitted to Nick and Jael on Sept 15th. Their request was that I provide an overview of our organization, the Good News Club and an explanation as to how the Good News Club supports the mission of the school and the district. I did that to the best of my ability (see enclosed email) They also requested a sample lesson plan and the curriculum overview which I provided as well (see enclosed).

To this date which is two months later they have not given me a reason why our club has not been allowed to begin. As you know it is our desire to help children by providing this Good News Club which is both fun and beneficial. I don't understand why we are being denied.

Thank you for all of your help. It is my hope that this gets resolved so we can start the club

God bless you sir!

Ryan

Ryan Baker
State Board Chairman
Child Evangelism Fellowship of Rhode Island
PO Box 688
Hope, RI 02831
401-391-7963
ryan@cefri.org
www.cefri.org

Sent from my iPhone

Begin forwarded message:

From: Ryan and Kathryn Baker <ryan.katie.baker@icloud.com>

Date: September 15, 2021 at 12:03:10 PM EDT

To: "Lopes, Jael" <Jael.Lopes@ppsd.org>, "Figueroa, Nick" <Nick.Figueroa@ppsd.org>, "Lillian (Lily) Escobar"

<lilymaricela23@gmail.com>, Jack Anderson

<goodnews11752@gmail.com>, Kathi Haley <haleykk@gmail.com>

Cc: Ryan Baker <ryan.katie.baker@icloud.com>

Subject: Good News Clubs in Providence Public Schools

Hello Jael



I hope your week is going well! I just wanted to follow up to confirm that you received this information and answer any questions that you may have at this point. If anything requires clarification or is insufficient we will get it clarified right away.

Thank you again Ryan

Ryan Baker
State Board Chair
Child Evangelism Fellowship of Rhode Island
PO Box 688
Hope, RI 02831
401-391-7963
ryan@cefri.org
www.cefri.org

Hello Jael,

I hope you had a great weekend. Thank you for taking the time to meet with Lilian, Jack, and I this past Friday to discuss the Good News Club after school program, a ministry of Child Evangelism Fellowship (CEFRI). It was a pleasure speaking with you and Nick and getting to know each other. I have had the blessing of serving as the State Board Chair for the past six years. I am humbled to say that I am amazed at the impact that these after school clubs have had on the children and their families. As we discussed, Child Evangelism Fellowship is an international non-profit children's ministry with on-going work in just about every country in the world. While CEF is an international organization, we partner with volunteers in local communities in hopes of impacting the lives of children and their families with a message of hope. We are so very passionate about the school children in our community and we are seeking to put action behind our desire to have an impact on their lives! There are currently more than 4800 Good News Clubs in public elementary and middle schools across the United States, including several here in Rhode Island in multiple school districts. We have received overwhelming positive feedback from the children and their families as well as from teachers, principals, and superintendents.

CEFRI has partnered with Pastor Santos Escobar of Vida Abundante UMC located at 689 Cranston Street in Providence. Pastor Santos has an incredible team of faithful and passionate volunteers who are excited about conducting a Good News Club at William D'Abate and Leviton Elementary Schools. Each member of the volunteer team who will be conducting the Good News Club is trained extensively on child protection and worker compliance as well as in all aspects of the proper conduct of a Good News Club. Each volunteer is required to complete a BCI screening check with the state of Rhode Island and a background screening required by CEF that exceeds Rhode Island standards. The children's safety is our top priority. Two or more screened volunteers will be with the children at all times. Furthermore, your school district will be provided with our Certificate of Insurance for liability.

Good News Clubs meet once per week for either 60 or 90 minutes depending on the school schedule. Each club is staffed with a minimum of 6 volunteers. I have enclosed a sample of the permission slip which must be signed by a child's parent or guardian for the child participate in the club. All children, regardless of religious background, are welcome and encouraged to participate in the club. A Good News Club consists of the following components: (1) a Bible lesson, (2) game, (3) song, (4) missionary story, (5) snack (if allowed), and (6) discussion time. Children will learn that God loves them and that He created each of them special and unique. They will learn that every child is valuable.

What the children will learn in a Good News Club mirrors the mission statement of the Providence School District which is to "prepare our students academically for their pursuits, to develop the appropriate social and

emotional skills to be productive, empathetic, global citizens, and to stimulate a growth mindset for continued long learning in a culturally diverse society." In learning the Bible, children will be learning about the most famous book every written, one which spans all nations, races, cultures, and demographics. Pastor Santos is from El Salvador; he also has volunteer team members who were born and raised in Guatemala and the Dominican Republic. This is a diverse international team that can help the children in the club better understand other parts of the world. Children will also learn the social and emotional skills that are so important to their development. They will learn that God wants them to do the right thing, to tell the truth, be kind to one another, respect authority, show compassion, be ready and willing to help others, forgive others and be willing to ask for forgiveness when needed, empathize with others who are struggling. Children will learn these things not just by being taught what the bible says, but by the example being set by our faithful volunteer teams. We believe in teaching by Word and deed. In learning these skills both by hearing what the Bible says and observing the example of our team, the children grow both emotionally and socially. Their parents, teachers, and friends see and feel the impact. Even those students not in the club and the school at large are benefitted by the impact of the children in the Good News Club. Most importantly, the Good News Club is a safe, loving, and nurturing environment for children to be free to express themselves, to ask any question that may be on their mind, and to know that there is a group of people from their community who care deeply for them.

Children will also benefit academically as the Bible is the most well-known and read book in history throughout the entire world. Every child should know at least something about the Bible, and they will learn about the Bible in the Good News Club. The Bible was written over a 1500-year period of time about events which took place on three different continents. There is so much history and cultural diversity in the context of every Bible story that a child's academic understanding of history, geography, and culture is expanded and deepened. Furthermore, every Good News Club includes a missionary story about some of the most extraordinary people in history. These stories are about people who sacrificed so much of their lives to help the sick, poor, hungry, and needy in places all over the world. Children will learn about their struggles and difficult circumstances and the impact that one person can have on the lives of so many who are in need of help. Children will learn about the development of languages, the building of hospitals, and the education of children under some of the most difficult circumstances imaginable. Every child participating in a Good News Club will learn how one person can change the world for the better!

We believe that the Good News Club will positively impact the children of William D'Abate and Leviton because we have heard first hand from parents, teachers, and superintendents of the benefits that the Good News Club is having on the children. I have a included a video link for your viewing about the Good News Clubs (https://player.vimeo.com/video/198373425). We have received letters from parents who have told us about the impact the club has had on their child. One superintendent told me that he could not ask for a better program in his schools than the Good News Club. He said this because he has seen the impact on the children.

We are asking that you would please grant us your approval to conduct a Good News Club at William D'Abate and Leviton Elementary School. Please give us the opportunity to help the children of our community by making a positive impact in their life. Please provide the children who would like to participate, the opportunity to benefit from the Good News Club.

It would be a pleasure to speak with you anytime and answer any questions that you have. My cell phone is 401-391-7963. Please don't hesitate to call me anytime

Sincerely,

Ryan Baker State Board Chair

Case 1:23-cv-00099 Document 1-17 Filed 03/10/23 Page 4 of 12 PageID #: 93

CEF of Rhode Island P.O. Box 688 Hope RI 02831 401-391-7963 ryan@cefri.org www.cefri.org



Curriculum Plan

SALVATION Music CD—Sing About the King 3 LESSONS	2020-2021 MISSIONARY STORY (in Resource Packs)							
Fall Party— Blast Off! The Story of Johannes Kepler								
Foundational Series— God's Love: Hope for the Outcast	Joni Eareckson Tada							
God's Power: Escape from Egypt	The Pinedas: Faith in the Storm							
Christmas Party — The Backwards Birthday Bash								
God's Faithfulness: Return to Canaan	Isobel Kuhn							
Jesus: God Who Saves	The Burnhams							
Easter Party— The King's Crown								
5-Day Club — Discovering Jesus	Mary Slessor							

REIGNING Music CD—Sing About the King 4 (2022) LESSONS	2022-2023 MISSIONARY STORY (in Resource Packs)
Fall Party— Dinosaur Tracks!	
Foundational Series — Jesus: God Who Cares for People	All that She Had (Gladys Aylward)
God: The One Who Knows My Heart	Lottie Moon
Christmas Party— Joy to the World	
God Rules: Be Strong	Jacob DeShazer
God: The One to Follow	Pete Menjares
Easter Party— Because God Loves You	
5-Day Club — Jesus My Savior and Friend	Operation Auca

No changes have been made in the listed curriculum since it was last used in *Good News Club*®.

2021 Version 2.0

BEGINNINGS Music CD—Sing About the King 1 (2021) LESSONS	2021-2022 MISSIONARY STORY (in Resource Packs)
Fall Party— The Thank You Spy	
Foundational Series— God: The Creator King	
The Patriarchs: God's Plan Unfolds	Adhiambo (Martha Olango)
Christmas Party— The Light of Life	
Jesus: God Who Came to Earth	Cameron Townsend
God's Plan in Action: The Early Church	John Cook
Easter Party— Always True Treasure Hunt	
5-Day Club — Turned Around	Ringu of India's Forest

SOVEREIGNTY Music CD—Sing About the King 2 LESSONS	2023-2024 MISSIONARY STORY (in Resource Packs)
Fall Party— Ice Cream MESSage	
Foundational Series— The Wordless Book Visualized	What Is Missions?
God's Sovereignty: The Life of Joseph	The Girl in the Goathouse
God Protects His People: The Life of Esther	Robert Foster
Christmas Party— God Keeps His Promises!	
Jesus: God of Power and Glory	Angie Goes West
God's Church Expands: The Ministry of Paul	A Special Job for an Ordinary Boy
Easter Party— Jesus Gives Life and Hope	
5-Day Club— One Way	I Dare: The Amy Carmichael Story

God: The Creator King

Lesson Outline

The King Has Spoken!

This page has been designed for you to photocopy and place in your Bible as a ready reference.

Lesson 1

God gave us His Word because of His great love for us so we can know Him stories. Each book is about the writer and things he has said or done. By reading these they might look to Him and ask for mercy. He was giving them another chance. Baruch went to the temple to read God's words to the people and then to As God's Word was being read the king would cut a piece off and throw it Bible agrees even though the writers didn't live at the same time or in the (Autobiographies) I brought some books today by people who wrote down their life God spoke to Jeremiah, "Write down the words I tell you that the people Jeremiah tells Baruch to read the scroll to the people that they might ask God Even though God was going to punish His people, He gave them His Word so The paper God's Word is written on may be torn up or burned but God's Word can books we can learn more about these people even though we've never met them. God made you with your unique fingerprints—you are like no other person. [1 John 4:8b]

Because the Bible is God's book and not men's book, every part of the The king and those with him were not afraid or ashamed; they had no The king wanted to kill Jeremiah and Baruch but God kept them safe. God takes care of His Wordso we can know for sure it is true and accurate. Scribes carefully copied the words over and over to preserve them. God spoke His Word to men called "prophets" who spoke for God. Our hearts are sinful and deceive us into not believing what God One of God's prophets was Jeremiah and his scribe was Baruch Jesus took the punishment for sin that you and I deserve. Bracketed verses should be quoted or read from God's Word Will you believe in Jesus as your Savior from sin today? Scripture verses in parentheses are background text. God told Jeremiah He was going to punish the king. God spoke to Jeremiah and Baruch wrote the words The people told Jeremiah and Baruch to hide. The officials read the scroll to King Jehoiakim. God speaks to you through the Bible. [2 Timothy 3:16-17] God gave us His Word so we can know Him! God gave Jeremiah the words again. says is true. [Jeremiah 17:9] Slide 10 ("Mercy" Word Card) Slide 12 (Jeremiah 36:20-31) Slide 8 ("Mercy" Word Card) [1 Corinthians 15:3-4] respect for God's Word. Slide 11 (Jeremiah 36:8-19) CONCLUSION (Jeremiah 36:32) **Slide 4** (Jeremiah 36:1-4) Slide 7 (Jeremiah 36:5-7) and what He is like. may turn from sin." PROGRESSION OF EVENTS Slide 2 (2 Peter 1:21) Slide 13 (Word Up!) Slide 3 (Word Up!) Slide 5 (Word Up!) Slide 9 (Word Up!) [John 5:24] the scribes. 5 5 ن Ï ≓ ≓ ≥

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rerview	Jeremiah 36:1-32	2 Peter 1:21; 2 Tim othy 3:15	"The grass withereth, the flower fadeth: but the word of our God shall stand for ever." (Isaiah 40:8)	The unsaved child will believe the Bible is the true Word of God, trusting in Jesus for salvation.	The Bible is God's true message to you.	God speaks to you through the Bible.	The Bible is true!	Flashcards 1-1—6	Evangelistic Narrative	ule	0	Attendance; snack; check Wonder Devotional Books and "Quiet Time Sheets;" "Copying a Message" activity	"He Is God"	Welcome, prayer, Word Up! teaching	Introduce rules (See "UPs Rules" chart in the Word Up! Booklet, located in the GNC Resource Pack. UPs Rules chart is also included in the Starter Resource Pack.)	Isaiah 40:8 Repetition: "Fading or Forever"	"The Grass Withers" (Isaiah 40:8)	The King Has Spoken!	"Three Questions" (visualized song)	"Spending Time with the King"	"Books of the Old Testament" (Books of the Bible Poster located in GNC Starter Resource Pack)	"King's Commands"	Annuncements reverse hand out "Ouist Time Chapte"
Lesson Overview	Scripture	Supporting Scripture	Memory Verse	Teaching Objective	Main Teaching	Emphasis for Saved	Word Up!	Visual Aids	Lesson type	Schedule		Small Group Time	Theme Song	Opening	Rules	Memory Verse	Song	Bible Lesson/ Invitation	Song	Wonder Time	Song	Review Game	Closing



CHILD EVANGELISM FELLOWSHIP OF RHODE ISLAND P.O. BOX 688 HOPE, RHODE ISLAND 02831 401-391-7963 www.cefri.org

Good News Club[®] is an exciting, fun-filled weekly club for kids.

- Dynamic Bible Lessons
- Creative Learning Activities
- Inspiring Missionary Stories
- Meaningful Fun Songs
- Life-Changing Scripture Memory

Your child will learn:

- Respect for Authority
- Moral Values
- Character Qualities
- Biblical Principles

Who teaches the club? Specially trained Christians who are concerned for the spiritual well-being of your child teach the club. All club workers are **screened** as required by CEF's Child Protection Policy to ensure your child's safety.

Sponsored by:

Child Evangelism Fellowship of Rhode Island

Hosted and Conducted by:

Knotty Oak Baptist Church

Contact: Justin Martin 401-212-7233 Ryan Baker 401-391-7963

4:30 PM

Start Time: 3:15 PM

Date: Every Monday, October 7, 2019—May 18, 2020, only on full days of school **Location:** Western Coventry Elementary

School-Library

End Time:

Who can attend? All boys and girls, grades K-5th, regardless of religious background. Parents are also welcome to attend with child.

Parent/Guardian: CEFRI does not provide transportation to the *Good News Club* (GNC^{TM}) location. Parents must arrange transportation to the *GNC* location and must pick up each child promptly at *GNC* end time. Our policies do not allow *GNC* teachers or helpers to remain after club. If your child is not picked up immediately after club three times throughout the school year, he/she will not be allowed to continue attending. Thank you for understanding.

The United States Constitution requires schools to respect the right of all external organizations to distribute flyers to students at school if the school permits any such organization to distribute flyers. Accordingly, the school cannot discriminate among groups wishing to distribute flyers at school and does not endorse the content of any flyer distributed at school. The school encourages parents to assist their children in making choices appropriate for them.

Good News Club® is not an activity of the school or the school district.

Good News Club® Registration Fo	orm 2019 – 2020							
lease return completed form to the Western Coventry Elementary School main office.								
(child's name) is	allowed to attend the Good News Club							
at the Western Coventry Elementary School, every Mon e on half days and school holidays. Club will run until May with the school calendar. I understand it is my responsib and failure to do so will jeopardize my child's continued	18, 2020 . Clubs will run concurrent ility to pick up my child at 4:30 PM							
Parent /Guardian Signature	Date							
Indicate how your child will get home on club day.								

(continued on reverse side)

	,		
School:	Homeroom	teacher:	Grade:
Circle one: M / F	Birth Date:	Age:	
Street Address:		<i>P</i>	npt. #
City:	State: _	Zip:	_
List any security/custo	dy issues with this child?		
List any special needs	(ADD, Asperger's, Dyslexia, etc.) _		
Child's allergies (peanu			
Family Email:		Home phone:	
Dad's work/cell phone	e:		
Mom's work/cell phon	e:		
Church:			
Is either parent in the	military? □ Yes □ No		
Emergency Contact 1:Phone		2:	
Emergency Contact 2:		Phone	2:
DEDMISSION FOR D	ICK UP—in addition to those lis	tad above the followin	a noonlo aro allowed
to pick up my child:	ick or — in addition to those ha	ied above, the following	ig people are allowed
PRINT FUL	L NAME	CELL PHONE	
1)			_
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2)			(Date)
2)			(Date)
2)Parent/Guardian	(Signature of parent/guardian)		(Date)
Parent/Guardian OPTIONAL Photogr Child Evangelism Fell photos or videos. I hereby assign and gassign the unqualified my minor child, without the control of the con	(Signature of parent/guardian) (Printed Name)	, document the activitie p Inc., its subsidiaries an roceeds of all photograph ing use of photographs o	s of the ministry with d successors, and ns or video of me or r video of me or my
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Parent/Guardian OPTIONAL Photogr Child Evangelism Fell photos or videos. I hereby assign and gassign the unqualified my minor child, without minor child for, but no Parent/Guardian Sign	(Signature of parent/guardian) (Printed Name) aphy and Video Release flowship® may, from time to time grant to Child Evangelism Fellowshid right to the ownership, use and pout reservation or limitation, including the limited to, advertising, education	, document the activitie p Inc., its subsidiaries an roceeds of all photograph ing use of photographs o nal and promotional purp	s of the ministry with d successors, and ns or video of me or r video of me or my oses. Date:
Parent/Guardian OPTIONAL Photogr Child Evangelism Fell photos or videos. I hereby assign and grassign the unqualified my minor child, without minor child for, but not parent/Guardian Sign Parent/Guardian Print	(Signature of parent/guardian) (Printed Name) aphy and Video Release flowship® may, from time to time grant to Child Evangelism Fellowshid right to the ownership, use and pout reservation or limitation, including the limited to, advertising, education acture:	, document the activitie p Inc., its subsidiaries an roceeds of all photograph ing use of photographs o nal and promotional purp	s of the ministry with d successors, and ns or video of me or r video of me or my oses. Date:

U.S. Supreme Court Ruling Good News Club v. Milford Central School District June 11, 2001

It is legal to a low *Good News Club*[®] to meet in school facilities.

On June 11, 2001, the U. S. Supreme Court ruled that *Child Evangelism F* ?*llowship*® could have access to public school facilities to conduct Good News Clubs. The decision stated that Bible clubs such as the *G* **od News Club* must be given the same access to school facilities accorded any other non-school-related o itside group.



In Good New Club v. Milford Central School District, the United States Supreme Court ruled that a public school which allows use of its facilities to secular groups may not discr minate against religious groups. The Good News Club case involved a adult-initiated and adult-led after-school religious club sponsored by Child Evangelism Fellowship.

The landmark U.S. Supreme Court decision in June 2001 confirms equal access to public school. In the decision the Court ruled:

- Free speech rights had been violated because of our religious viewpoint.
- Restrictions must not discriminate against speech bas d on viewpoint.
- Permitting *Good News Club* to meet on school premises does not violate the Es ablishment clause.
- The danger that children would believe the school to be endorsing religion is no greater than the danger that they would perceive hostility towards religion if the club were excluded from this public for um.

In 2010 over .33,000 school children attended an after-school *Good News Club* c inducted in over 3,000 public schools in the United States.



Hello Jael,

I hope you had a great weekend. Thank you for taking the time to meet with Lilian, Jack, and I this past Friday to discuss the Good News Club after school program, a ministry of Child Evangelism Fellowship (CEFRI). It was a pleasure speaking with you and Nick and getting to know each other. I have had the blessing of serving as the State Board Chair for the past six years. I am humbled to say that I am amazed at the impact that these after school clubs have had on the children and their families. As we discussed, Child Evangelism Fellowship is an international non-profit children's ministry with ongoing work in just about every country in the world. While CEF is an international organization, we partner with volunteers in local communities in hopes of impacting the lives of children and their families with a message of hope. We are so very passionate about the school children in our community and we are seeking to put action behind our desire to have an impact on their lives! There are currently more than 4800 Good News Clubs in public elementary and middle schools across the United States, including several here in Rhode Island in multiple school districts. We have received overwhelming positive feedback from the children and their families as well as from teachers, principals, and superintendents.

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What the children will learn in a Good News Club mirrors the mission statement of the Providence School District which is to "prepare our students academically for their pursuits, to develop the appropriate social and emotional skills to be productive, empathetic, global citizens, and to stimulate a growth mindset for continued long learning in a culturally diverse society." In learning the Bible, children will be learning

about the most famous book every written, one which spans all nations, races, cultures, and demographics. Pastor Santos is from El Salvador; he also has volunteer team members who were born and raised in Guatemala and the Dominican Republic. This is a diverse international team that can help the children in the club better understand other parts of the world. Children will also learn the social and emotional skills that are so important to their development. They will learn that God wants them to do the right thing, to tell the truth, be kind to one another, respect authority, show compassion, be ready and willing to help others, forgive others and be willing to ask for forgiveness when needed, empathize with others who are struggling. Children will learn these things not just by being taught what the bible says, but by the example being set by our faithful volunteer teams. We believe in teaching by Word and deed. In learning these skills both by hearing what the Bible says and observing the example of our team, the children grow both emotionally and socially. Their parents, teachers, and friends see and feel the impact. Even those students not in the club and the school at large are benefitted by the impact of the children in the Good News Club. Most importantly, the Good News Club is a safe, loving, and nurturing environment for children to be free to express themselves, to ask any question that may be on their mind, and to know that there is a group of people from their community who care deeply for them.

Children will also benefit academically as the Bible is the most well-known and read book in history throughout the entire world. Every child should know at least something about the Bible, and they will learn about the Bible in the Good News Club. The Bible was written over a 1500-year period of time about events which took place on three different continents. There is so much history and cultural diversity in the context of every Bible story that a child's academic understanding of history, geography, and culture is expanded and deepened. Furthermore, every Good News Club includes a missionary story about some of the most extraordinary people in history. These stories are about people who sacrificed so much of their lives to help the sick, poor, hungry, and needy in places all over the world. Children will learn about their struggles and difficult circumstances and the impact that one person can have on the lives of so many who are in need of help. Children will learn about the development of languages, the building of hospitals, and the education of children under some of the most difficult circumstances imaginable. Every child participating in a Good News Club will learn how one person can change the world for the better!

We believe that the Good News Club will positively impact the children of William D'Abate and Leviton because we have heard first hand from parents, teachers, and superintendents of the benefits that the Good News Club is having on the children. I have a included a video link for your viewing about the Good News Clubs (https://player.vimeo.com/video/198373425). We have received letters from parents who have told us about the impact the club has had on their child. One superintendent told me that he could not ask for a better program in his schools than the Good News Club. He said this because he has seen the impact on the children.

We are asking that you would please grant us your approval to conduct a Good News Club at William D'Abate and Leviton Elementary School. Please give us the opportunity

to help the children of our community by making a positive impact in their life. Please provide the children who would like to participate, the opportunity to benefit from the Good News Club.

It would be a pleasure to speak with you anytime and answer any questions that you have. My cell phone is 401-391-7963. Please don't hesitate to call me anytime

Sincerely,

Ryan Baker



DISTRICT OF COLUMBIA

109 Second Street NE Washington, DC 20002 Tel 202-289-1776 Fax 407-875-0770 LC.org

FLORIDA

PO Box 540774 Orlando, FL 32854 Tel 407-875-1776 Fax 407-875-0770 VIRGINIA

PO Box 11108 Lynchburg, VA 24506 Tel 407-875-1776 Fax 407-875-0770 Liberty@LC.org

REPLY TO FLORIDA

December 10, 2021

Via Email and Facsimile

Dr. Javier Montañez, Superintendent Providence Public Schools District 797 Westminster St Providence, RI 02903

Fax: 401-456-9284

Email: Javier.Montanez@ppsd.org

RE: Approval for Good News Clubs meetings

Dear Dr. Montañez:

I write once more in hope of achieving an amicable resolution to the concerns noted in Liberty Counsel's letter of November 5, 2021, in which I requested approval of the long-standing request of Child Evangelism Fellowship of Rhode Island ("CEF") to hold an after school Good News Club ("GNC") at William D'Abate Elementary and Leviton Elementary, two schools within Providence Public Schools District ("PPSD" or "the District").

The law is very clear on whether CEF has a right to meet on school property after school pursuant to facilities use policy. The District permits Girls on the Run ("GOTR") to meet directly after school (see Attachments A and B), and is denying CEF that same right by non-response. The District cannot permit GOTR or other similarly-situated groups to meet while denying that right to CEF.

There is no Establishment Clause concern with allowing the GNC to meet directly after school. School districts nationwide, including Los Angeles Unified School District (CA) and Orange County Public Schools (FL), permit Good News Clubs to meet directly after school. It is a time-honored practice.

Liberty Counsel has addressed or litigated similar issues on behalf of CEF many times. We have not lost a single case litigated on behalf of CEF, and we have been litigating dozens of similar cases since the seminal U.S. Supreme Court decision, *Good News Club v. Milford*, 533 U.S. 98 (2001). Here are some representative cases we have litigated on CEF's behalf, and where we collected hundreds of thousands of dollars in legal fees and costs following our victories:

- Child Evangelism Fellowship of Indiana, Inc. v. Indiana Metro. Sch. Dist. of Pike Twp. (S.D. Ind. 2017) (permanent injunction granted January 26, 2018 - \$85,000 in attorney fees awarded).
- CEF of Ohio, Inc. v. Cleveland Metropolitan School District (D. Ohio, 2017) (permanent injunction granted \$149,900 in attorney fees awarded).
- Child Evangelism Fellowship of Minnesota v. Minneapolis Special School District #1, 690 F.3d 996 (8th Cir. 2012). (permanent injunction and award of \$100,621.90 in fees and costs)
- Child Evangelism Fellowship of Minnesota v. Elk River Area Sch. District #728, 599 F.Supp.2d 1136 (D. Minn. 2009).
- Child Evangelism Fellowship of South Carolina v. Anderson School District Five, 470 F.3d 1062 (4th Cir. 2006).
- Wigg v. Sioux Falls School District, 382 F.3d 807 (8th Cir. 2004).
- CEF v. Los Angeles Unified School District (C.D. Cal. 2002).

CEF values its relationship with PPSD, and hopes to have an amicable relationship going forward, but CEF highly values the principle of equal treatment under the law and will not hesitate to defend that principle.

Given the clarity of the law, and the simple nature of the facilities use request, this letter constitutes Liberty Counsel's final request that Providence Public Schools District immediately approve the Good News Clubs' facilities use requests, in any available space.

If I do not receive the District's affirmative response by Friday, December 17, 2021, that the GNC has been approved, I will conclude that the matter cannot be resolved amicably. It would be a shame to learn the District's position for the first time in response to a complaint filed in federal court.

Thank you for your attention to this request.

110

Richard L. Mast

Sincerel

Attachments CC

Via Email

[†]Licensed in Virginia

RE: @asa News Clubs meeting and 600 ment 1-18 Filed 03/10/23 Page 3 of 4 PageID #: 104 December 10, 2021 Page 3

Gregory S. Inman, Esq. ^{††}

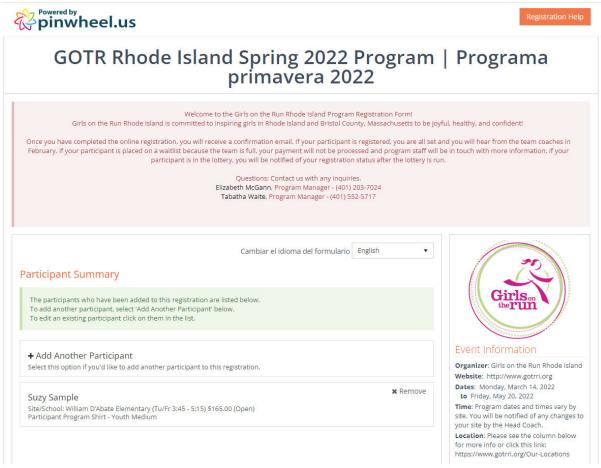
School Board
Kinzel Thomas, President
Diagneris Garcia
Mark Santow
Travis Escobar
Elizabeth Goldberg
Nicholas Hemond
Muyideen Ibiyemi
Ty'Relle Stephens

ginman@itwlaw.com

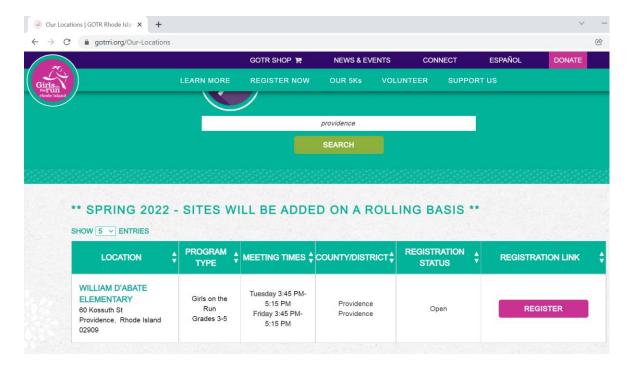
Kinzel.Thomas@ppsd.org diagneris.garcia@ppsd.org mark.santow@ppsd.org travis.escobar@ppsd.org elizabeth.goldberg@ppsd.org nicholas.hemond@ppsd.org muyideen.ibiyemi@ppsd.org TyRelle.Stephens@ppsd.org

^{††}Licensed in Rhode Island RLM/tge

Attachment A



Attachment B



From: "Kermen, Brent (Principal)" <Brent.Kermen@ppsd.org>

Date: January 13, 2022 at 10:18:23 AM EST
To: Ryan Baker <ryan.katie.baker@icloud.com>

Subject: follow up

Good morning and Happy New Year,

I am hoping to make some progress with getting our Good News Club back for the second half of the school year. I have read over the program info you shared a while back, as well as the communication you had with Nick and Jael.

As best I can tell, Nick is asking for attendance and academic goals associated with your programming. Would you be able to simply create a goal sheet saying something like:

Students who attend and participate in GNC will increase their daily attendance by 5-10%. This is a realistic goal because our programming will give the students something additionally beneficial to look forward to each school day.

Students who attend and participate in GNC will increase their individual ELA growth by being provided extended learning opportunities beyond the normal school day focused on reading and listening to various texts and literature.

These attendance and academic goals, plus your program curriculum should be more than enough. I plan on re-initiating communication by the end of this week, so please do your best to provide me with these Goals and I will be able to add them to my argument for including the GNC to our after school programming.

Sadly, they are not even allowing our 21st CCLC programs to operate right now. Dilania and I are also fighting that fight, so I figured I would load up the plate and have one big fight.

I would prefer no fight, but I do not see their logic and feel this is a huge disservice to our students and families, so we fight.

Thank you and hope to see you soon.

Brent

Brent E. Kermen, Principal William D'Abate Elementary 60 Kossuth St. Providence, R.I. 02909 (401) 456-9416 From: Kathryn Baker <ryan.katie.baker@icloud.com>

Date: January 13, 2022 at 10:43:28 PM EST **To:** Brent Kermen Srent-Kermen@ppsd.org

Cc: Ryan Baker <ryan.katie.baker@icloud.com>, Ryan Baker <ryan@cefri.org>

Subject: Good News Club

Hi Mr Kermen

Thank you again for your support regarding the Good News Club! As per our earlier email exchange I have enclosed the information that you requested. Please don't hesitate to reach out anytime if you have any questions or if any additional information is needed

Also, I spoke to a superintendent in another district here in Rhode Island. There is a Good News Club in each of his schools and he is very happy with the impact that the club has had on the children in his schools. He has offered to speak with anyone who would like his thoughts on the Good News Club program.

Thank you again!!! Ryan

Sent from my iPhone

Child Evangelism Fellowship of Rhode Island P.O. Box 688 Hope, Rhode Island 02831



January 13, 2022

Dear Mr. Kermen,

Thank you for this opportunity to present the benefits of holding a Good News Club in your school. As per your request, we are submitting our response as to how Good News Clubs increase student attendance and enhance student's learning experience.

In their enthusiasm to participate in the Good News Club, a student's school attendance generally improves as much as 5-10%. When we first attended Back-to-School Parents Night at William D'Abate ES in the fall of 2019, 48 children signed up to attend our afterschool club. Unfortunately, because of space constraints, we were only able to have 20 children in the club. We are confident that we would have had all those children who signed up if there had been adequate space available.

"Students who attend and participate in Good News Club will increase their individual ELA growth by being provided extended learning opportunities beyond the normal school day focused on reading and listening to various texts and literature." Our teachers use a variety of methods taking into consideration the age group characteristics of the children and their various learning styles including visual, audial, tactile, and kinetic learners. Careful attention is given to the vocabulary used and all terms are thoroughly explained so that the children have a firm understanding of the meaning (Furthermore, our teaching team at William D' Abate is bilingual, teaching both in English and Spanish as needed). Teaching aids including maps, globes, visuals, and various related objects are used in the presentation of Bible lessons and Missionary stories to broaden the children's understanding of the world and the various cultures throughout. Songs are not just sung for fun, but the lyrics are explained with application to how they relate to the individual child. The same method is employed in teaching scriptural memory verses but with a variety of fun ways to engage the children in actively memorizing Scripture. Without exception, the children's horizons of the history and spiritual condition of mankind, of God and the world are expanded throughout the year. Our teachers have also observed a marked increase in the children's ability to sit and concentrate during the lesson, retain and recall both abstract and concrete concepts, and synthesize what they have learned with appropriate action.

As a result, participation in the Good News Club decreases children's behavioral problems, increases moral values and good character qualities, and develops respect for authority and positive relationships among peers. The following link is a testimony from a school principal regarding the impact of the Good News Club on one of his students: https://vimeo.com/257190214/6e26a0412f. As children learn from the Bible lessons and begin to understand their role in the world, they begin to look beyond their own wants and needs and seek how they can help others. The following link is but one example of the innumerable ways those involved in Good News Club have impacted the children they teach: https://player.vimeo.com/video/275093052.

Mr. Kermen, we thank you again for this opportunity and look forward to having a Good News Club in William D'Abate ES this spring.

Respectfully, Ryan Baker From: "Kermen, Brent (Principal)" <Brent.Kermen@ppsd.org>

Date: February 10, 2022 at 2:02:45 PM EST

To: Ryan and Kathryn Baker <ryan.katie.baker@icloud.com>

Subject: Re: Good News Club

Good morning Ryan and sorry for this delay. I have been out but have been doing my best to stay current on all work related issues.

I did email Nick Figueroa earlier this week about restarting The Good News Club at our school this year.

I have not heard back and will follow up again. I shared your info regarding attendance and academics and had hoped this would suffice. Let me check in again and get back to you. Thank you,

Brent

Brent E. Kermen, Principal William D'Abate Elementary 60 Kossuth St. Providence, R.I. 02909 (401) 456-9416

From: Ryan and Kathryn Baker <ryan.katie.baker@icloud.com>

Sent: Friday, February 4, 2022 2:35 PM

To: Kermen, Brent (Principal) <Brent.Kermen@ppsd.org>

Subject: Re: Good News Club



CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Mr. Kermen

I hope all is well

I just wanted to reach out to see if there was any progress on getting after school programming started. We are hopeful that the Good News Club could start soon

Thank you Ryan

On Jan 21, 2022, at 9:46 AM, "Kermen, Brent (Principal)" <Brent.Kermen@ppsd.org>wrote:

Thanks Ryan!

Brent E. Kermen, Principal William D'Abate Elementary 60 Kossuth St. Providence, R.I. 02909 (401) 456-9416

From: Kathryn Baker <ryan.katie.baker@icloud.com>

Sent: Thursday, January 20, 2022 6:54 PM

To: Kermen, Brent (Principal) <Brent.Kermen@ppsd.org>

Subject: Re: Good News Club

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Mr Kermen

I am sorry to hear that the other programs have also been paused. Hopefully all the clubs are allowed to proceed soon so the children will be able to benefit from them.

I hope to see you soon!!

Thank you as always for all your do!

Ryan

Sent from my iPhone

On Jan 20, 2022, at 3:23 PM, Kermen, Brent (Principal) <Brent.Kermen@ppsd.org> wrote:

Hi Ryan,

I believe it should be very helpful but I cannot get a response from our FACE dept. We can't even run our 21st CCLC programs right now and they have been running for over 15 years, never a problem.

Nick said he is working on it and should have info for me "soon". Sorry, wish I had better news. Families ask me every day about when programs will start again.

Brent

Brent E. Kermen, Principal William D'Abate Elementary 60 Kossuth St. Providence, R.I. 02909 (401) 456-9416

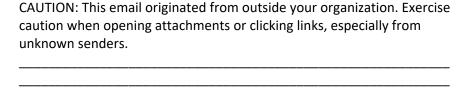
From: Ryan and Kathryn Baker <ryan.katie.baker@icloud.com>

Sent: Wednesday, January 19, 2022 9:39 AM **To:** Kathryn Baker < ryan.katie.baker@icloud.com>

Cc: Kermen, Brent (Principal) <Brent.Kermen@ppsd.org>; Ryan Baker

<ryan@cefri.org>

Subject: Re: Good News Club



Hi Mr. Kermen

I hope all is well

I just wanted to follow up to see if this information was helpful or if you had any questions.

Thank you Ryan

On Jan 13, 2022, at 10:43 PM, Kathryn Baker <ryan.katie.baker@icloud.com> wrote:

Hi Mr Kermen

Thank you again for your support regarding the Good News Club! As per our earlier email exchange I have enclosed the information that you requested. Please don't hesitate to reach out anytime if you have any questions or if any additional information is needed

Also, I spoke to a superintendent in another district here in Rhode Island. There is a Good News Club in each of his schools and he is very happy with the impact that the club has had on the children in his schools. He has offered to speak with anyone who would like his thoughts on the Good News Club program.

Thank you again!!!
Ryan
<1-13-2022 Letter to Mr. Kermen.pdf>

Sent from my iPhone

From: Richard Mast

Sent: Friday, February 25, 2022 3:03 PM **To:** Charles.ruggeiro@ppsd.org

Cc: ginman@itwlaw.com; Kinzel Thomas, President; Diagneris Garcia; Mark Santow; Travis Escobar;

Elizabeth Goldberg; Nicholas Hemond; Muyideen Ibiyemi; Ty'Relle Stephens

Subject: RE: CEF Rhode Island Facility Use Applications for William D'Abate and Leviton ES

Attachments: Ltr - to Providence Public Schools - 11052021.pdf; Ltr - to Providence Public Schools - 12102021.pdf;

KF Use of Facilities 7.03.pdf

Importance: High

Dear Mr. Ruggeiro:

Please see previous correspondence attached and below.

I writing a third time to request immediate approval on behalf of CEF of Rhode Island's Spring 2022 facilities use request. CEF submitted the request on September 7, 2021. The request is attached to Liberty Counsel's November 5, 2021 letter to Providence Public Schools ("District").

It is Liberty Counsel's position that a "partnership" is not and was never necessary to approve the facilities use requests under current District policy, and that such failure to approve the facilities use requests constitutes ongoing irreparable harm. CEF explored that option of "partnership" after being told by the District it would have to become a "Community Partner." CEF provided all material requested by the District, and was informed that district counsel was considering the material.

The most efficient means of resolving this matter is simply to approve the outstanding facilities use requests, as thousands of school districts do every semester nationwide, consistent with the First Amendment and <u>numerous</u> court decisions such as the ones detailed in Liberty Counsel's December 10, 2021 letter.

Upon approval of the facilities use request, the irreparable harm against CEF ceases, and the District can explore "partnership" from that point, at its leisure.

Nevertheless, if it remains the District's position that a "partnership" is a prerequisite under Facilities Use Policy KF (which we do not concede), I hereby request a copy of the following public records:

- 1. The Boy Scouts Of America Narragansett Council "Community Partner" application(s) and approval(s).
- 2. The Girls on the Run Rhode Island (GOTR RI) "Community Partner" application(s) and approval(s).
- 3. All approved facilities use applications for the 2019-2020 school year.
- 4. All approved facilities use applications for the 2021-2022 school year.

Time is of the essence toward amicably resolving this outstanding matter. Liberty Counsel has been engaged in extensive litigation in the last year and a half fighting civil rights violations ostensibly justified by "COVID-19," and has had great success holding both government entities and private actors accountable. See, e.g., Harvest Rock Church, Inc. v. Newsom, 141 S. Ct. 1289 (2021) (permanent injunction granted and \$1,350,000 in attorney's fees awarded in Harvest Rock Church, Inc. v. Newsom, No. 2:20-cv-06414, C.D. Cal., May 17, 2021); Harvest Rock Church, Inc. v. Newsom, 141 S. Ct. 889 (2020); Maryville Baptist Church, Inc. v. Beshear, 957 F.3d 610 (6th Cir. 2020); cf. Elim Romanian Pentecostal Church v. Pritzker, 962 F.3d 341 (7th Cir. 2020) (applying reasoning later rejected by the Supreme Court in Harvest Rock and other decisions).

With successes in this litigation, we are returning to a core component of our regular practice: litigating against public school districts which violate the First Amendment rights of our many clients, including Child Evangelism Fellowship (CEF). PPS is at the top of this list of school districts.

I cannot guarantee that Liberty Counsel will refrain from filing a suit in federal court while you consider this request and the associated records requests, but would be happy to discuss the time in which you anticipate reviewing and responding.

I remain available to discuss options for resolution, if the District still at this late hour wishes to resolve the matter amicably. All CEF wants is to be able to hold an after-school club on the same basis as other facilities users consistent with District policy.

Kind Regards,

Richard Mast

Richard L. Mast, Esq.*

Senior Litigation Counsel

Liberty Counsel

PO Box 540774 Orlando, FL 32854 (407) 875-1776 phone (407) 875-0770 fax LC.org Offices in DC, FL, and VA *Licensed in Virginia

From: Richard Mast

Sent: Friday, December 10, 2021 12:42 PM

To: Javier.Montanez@ppsd.org

Cc: Kinzel Thomas, President <Kinzel.Thomas@ppsd.org>; Diagneris Garcia <diagneris.garcia@ppsd.org>; Mark Santow <mark.santow@ppsd.org>; Travis Escobar <travis.escobar@ppsd.org>; Elizabeth Goldberg

<elizabeth.goldberg@ppsd.org>; Nicholas Hemond <nicholas.hemond@ppsd.org>; Muyideen Ibiyemi <muyideen.ibiyemi@ppsd.org>; Ty'Relle Stephens <TyRelle.Stephens@ppsd.org>; Gregory S. Inman <ginman@itwlaw.com>; crlaw@yahoo.com

Subject: RE: CEF Rhode Island Facility Use Applications for William D'Abate and Leviton ES

Dear Dr. Montañez:

Please see attached original and additional correspondence regarding Liberty Counsel's request on behalf of Child Evangelism Fellowship of Rhode Island (CEF). CEF desires to hold a Good News Club at William D'Abate and Leviton Elementary Schools. We would like to resolve this matter amicably but will proceed to litigation if it is not resolved timely and amicably.

Sincerely,

Richard Mast

Richard L. Mast, Esq.*
Senior Litigation Counsel
Liberty Counsel
PO Box 540774

Case 1:23-cv-00099 Document 1-22 Filed 03/10/23 Page 3 of 4 PageID #: 115

Orlando, FL 32854 (407) 875-1776 phone (407) 875-0770 fax LC.org Offices in DC, FL, and VA *Licensed in Virginia

From: Richard Mast < RMast@LC.org > Sent: Friday, November 5, 2021 10:10 AM

To: Javier.Montanez@ppsd.org

Cc: Kinzel Thomas, President < Kinzel. Thomas@ppsd.org >; Diagneris Garcia < diagneris.garcia@ppsd.org >; Mark Santow

<mark.santow@ppsd.org>; Travis Escobar <travis.escobar@ppsd.org>; Elizabeth Goldberg

<elizabeth.goldberg@ppsd.org>; Nicholas Hemond <nicholas.hemond@ppsd.org>; Muyideen Ibiyemi

<muyideen.ibiyemi@ppsd.org>; Ty'Relle Stephens <TyRelle.Stephens@ppsd.org>; Gregory S. Inman

<ginman@itwlaw.com>; crlaw@yahoo.com

Subject: CEF Rhode Island Facility Use Applications for William D'Abate and Leviton ES

Dear Dr. Montañez:

Please see attached letter regarding the Good News Club's outstanding facilities use applications submitted to the District by CEF of Rhode Island.

Given the fleeting nature of the semester, and the initiation of this process in September, I am requesting a written response by November 10, 2021, approving the facilities use applications.

Thank you for your consideration and attention to this matter.

Sincerely,

Richard Mast

Richard L. Mast, Esq.*

Senior Litigation Counsel

Liberty Counsel

PO Box 540774 Orlando, FL 32854 (407) 875-1776 phone (407) 875-0770 fax <u>LC.org</u> Offices in DC, FL, and VA

*Licensed in Virginia

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From: Kathryn Haley < haleykk@gmail.com > Date: October 6, 2021 at 11:15:08 AM EDT

To: nick.Figueroa@ppsd.org, jael.lopes@ppsd.org

Cc: Ryan Baker < ryan@cefri.org>

Subject: CEFRI Facility Use Applications for William D'Abate and Leviton ES

Good morning, Mr. Figueroa.

My name is Kathryn Haley and I am the Board Secretary of Child Evangelism Fellowship of Rhode Island. We are requesting to conduct afterschool Good News Clubs at William D'Abate and Leviton Elementary Schools. At the attachment, please find our applications for facility use at both of these schools. I have also included certificates of insurance for each school and our 501c documentation. If there is anything else you need from us to complete our application, please let me know. We look forward to serving the children in these schools.

Sincerely, Kathryn Haley CEFRI Board Secretary From: "Kermen, Brent (Principal)" <Brent.Kermen@ppsd.org>

Date: March 8, 2022 at 5:40:39 PM EST

To: "Inoa, Dilania" <dilania_inoa@brown.edu>, Ryan and Kathryn Baker <ryan.katie.baker@icloud.com>

Cc: Ryan Baker < ryan@cefri.org>

Subject: Re: update

Wow, thank you for this quick response and support Dilania!!!!

I will provide these names to Deb Ucci and see what data we can pull on behalf of the students listed.

I can provide data on behavior and attendance and will share once I have it.

Thank you!

Brent

Brent E. Kermen, Principal William D'Abate Elementary 60 Kossuth St. Providence, R.I. 02909 (401) 456-9416

From: Inoa, Dilania <dilania_inoa@brown.edu>

Sent: Tuesday, March 8, 2022 5:09 PM

To: Ryan and Kathryn Baker <ryan.katie.baker@icloud.com>

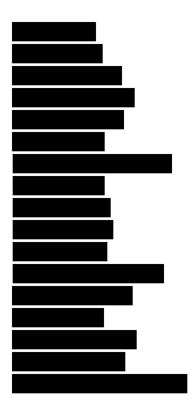
Cc: Kermen, Brent (Principal) <Brent.Kermen@ppsd.org>; Ryan Baker <ryan@cefri.org>

Subject: Re: update

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello All,

I also am truly sorry that it has taken this long to get your afterschool club off the ground. In regards to the children who were previously enrolled in Good News Club, in the 2019-2020 school year, the list is below:



These are the children that according to my data, completed the Good News Club. As expected, some of these children are no longer at the school, i.e. some have graduated. But, I am almost sure that we have ample academic/behavioral data for all of them. Please let me know if you have any questions, or if there is any other way I can help support your efforts.

Best regards, Dilania Inoa

On Tue, Mar 8, 2022 at 3:19 PM Ryan and Kathryn Baker <ryan.katie.baker@icloud.com> wrote:

Hi Mr. Kermen

I hope all is well!

We are all so very appreciative of all of the efforts that you have made to get the Good News Club going at William D'Abate. It is unfortunate that we have not been able to get the club started to this point.

At this point, it seems like this is quite discriminatory. Are all after school programs required to provide this type of documentation in order to have an after school club? Why was this information not requested of me when I met with Jael and Nick back on Sept 3rd or at any time since then?

I sure do appreciate all of your efforts, Mr. Kermen. But I don't believe that the district's requests are in good faith. The district's attorney Mr. Ruggeiro has been contacted several times by our attorney at Liberty Counsel as this is a matter of religious discrimination at this point. The time has come for the district to approve our request for a Good News Club or they will have to answer to a federal judge as to why they have not approved the club.

Again, I am appreciative of all of your efforts but the district has not treated us in good faith.

Thank you for all you do. You are a good man who I have great respect for. I am sorry that it has come to this.

Sincerely, Ryan

Ryan Baker
State Board Chairman
Child Evangelism Fellowship of Rhode Island
PO Box 688
Hope, RI 02831
401-391-7963
ryan@cefri.org
www.cefri.org

On Mar 8, 2022, at 3:02 PM, "Kermen, Brent (Principal)" < Brent.Kermen@ppsd.org> wrote:

Hi Ryan,

Sorry this saga has dragged on so long. I received a request from our FACE office today regarding the Good News Club's application for after school programming here at D'Abate:

Principal Kermen, thank you for submitting your request to host the Good News Club. After reviewing the letter, the district would like to see the data of 20 students that participated in the program. Please provide the attendance data, ELA growth, enhanced student learning experience, decreased behavioral problems (before and after joining the program), and the tools used to identify the change in the areas mentioned.

I am very upset about the continued roadblocks FACE throws at us but at least now their demands are clear to us and we can work together to provide their requested data.

Please do your best to provide the data requested above and please let Dilania and I know which students were in your last session of after school programming here at D'Abate. This will allow us to also dig up data for FACE. We look forward to working together to get the Good News Club back here at our school.

Thank you, Brent

Brent E. Kermen, Principal William D'Abate Elementary 60 Kossuth St. Providence, R.I. 02909 (401) 456-9416 --

Dilania Inoa

Senior Program Manager for Student Development

The Swearer Center | Brown University

2 Stimson Avenue, Box 1974 Providence, RI 02912 | (401) 863-2338

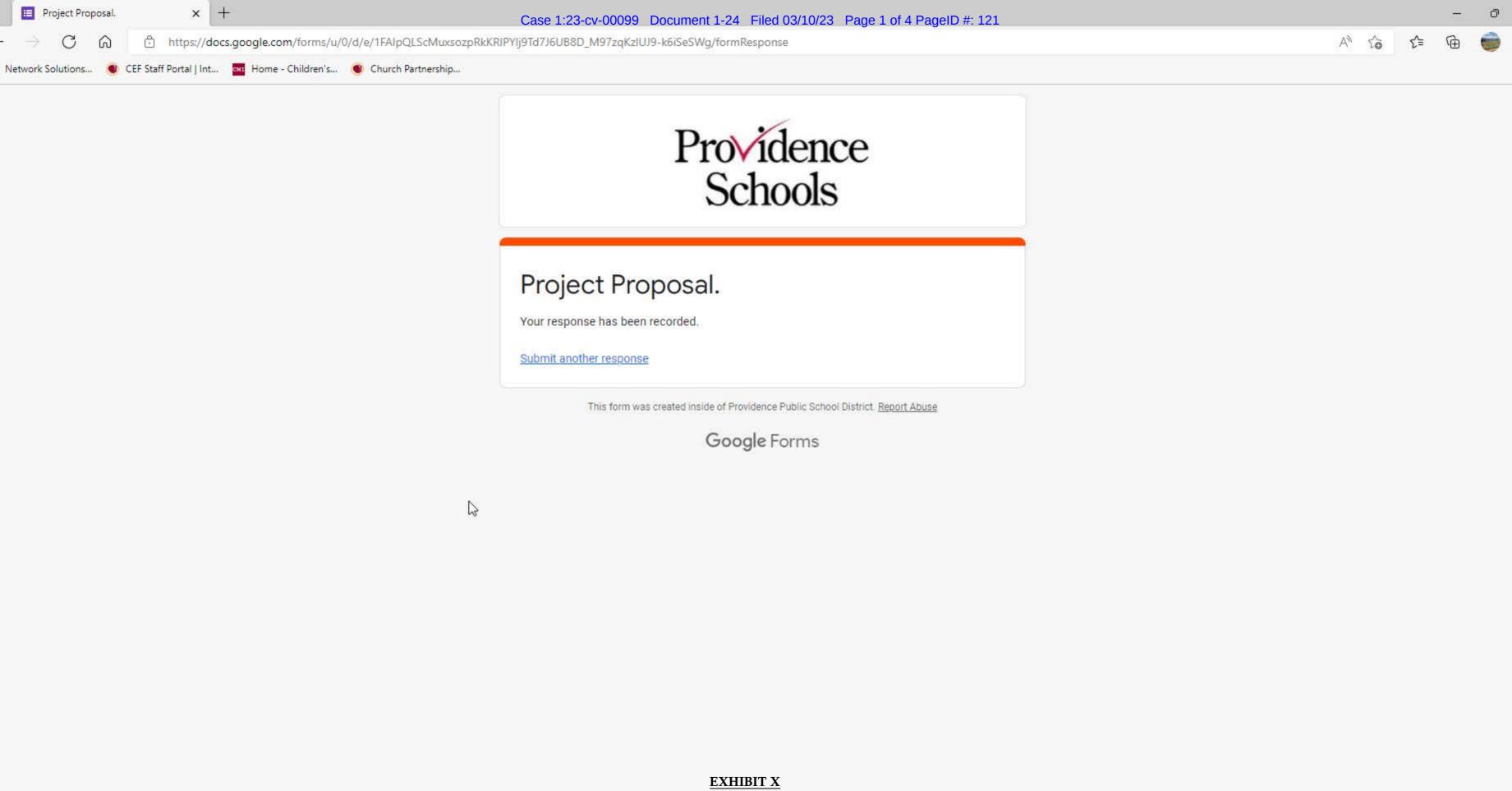
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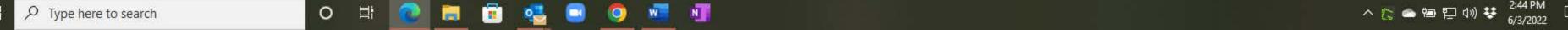
Instagram <https://www.instagram.com/swearercenter/>

LinkedIn https://www.linkedin.com/company/swearercenter/

Twitter < https://twitter.com/SwearerCenter>

YouTube<https://www.youtube.com/channel/UCDdrA9Z9vbwIOAjCHxjvp7Q>





Organization:

Child Evangelism Fellowship of Rhode Island

Contact person:

Alan Snow

alan@cefri.org

860-464-4391

Why is the project being undertaken? Describe problem/opportunity the project will address:

Child Evangelism Fellowship of Rhode Island desires to support children's mental and spiritual health and development in good character. Many children today are struggling with these and a wide variety of other issues. They are having trouble with respecting authority, being considerate to one another, showing compassion, and exhibiting the characteristics that will make them successful as students and eventually as adults. These gaps are preventing them from academic and social success in school. The Good News Club that we are proposing will enable the participating children to learn good character and how to deal with life issues, both through what the Bible says about character and other life lessons, and by observing the example of the Good News Club volunteers.

The Good News Club itself is a nurturing, welcoming, privately-sponsored after-school enrichment club offering training in morals, character, leadership and citizenship from a Biblical perspective, through fun activities, projects, stories, songs and games. All children are welcome, regardless of religious belief, and may only attend with parental permission. Attendance is free, and no donations are solicited. CEF partners with a local church near the school in which the Club is held, to provide mentoring and positive character development to the children of that elementary.

Additionally, few children today get the opportunity to learn of the history of the times of the Bible. The Bible was written over a 1500-year period about events that took place on 3 different continents. Each child will expand their knowledge of different cultures, geography, and history through the Bible stories that are shared. Additionally, every Good News Club includes a story about some of the most extraordinary people in history. These stories are about people — many of whom were missionaries — who sacrificed so much of their lives to help the sick, poor, hungry, and needy in places all over the world. Children will learn about their struggles and difficult circumstances and the impact that one person can have on the lives of so many who are in need of help. Children will learn about the development of languages, the building of hospitals, and the education of children under some of the most difficult circumstances imaginable. Every child participating in a Good News Club will learn how one person can change the world for the better, inspiring them to take on challenges beyond their current line of sight!

Other benefits have been observed in children who attend the Good News Clubs, including:

- Improvement in school attendance of up to 10%
- Individual English and Language Arts (ELA) growth and improvement through a focus on reading and listening to stories
- Improving their ability to memorize via Bible verse memorization

- Increase in ability to sit and concentrate
- Increase in ability to retain and recall both abstract and concrete concepts

Additionally, the volunteer team from the sponsoring church will be bilingual in English and Spanish, will be able to teach in both languages as needed, and will have the curriculum material available in both languages.

What do you hope to accomplish or solve? 3 key objectives:

We expect to accomplish the following:

- 1. Provide the children who attend with mentoring and an understanding of good character based on the Bible and God's love.
- 2. Share with the children how to be considerate, compassionate young people that respect authority.
- 3. Teach the children about an important period in history and about important people in history who sacrificed much of their lives to help others in need.

What will be the end result of the project? Include phases of work

Phase 1 – Logistics - Our first phase will be to coordinate the specific logistics of the Good News Club with the host school, to ensure that a location and time is identified that works for all parties. Permission slips for the children to attend will be provided to the school for distribution.

Phase 2 – Volunteers – background checks (per our policies and the policies of the school district) and training of the Good News Club volunteers. We will utilize previously trained and experienced volunteers wherever possible.

Phase 3 – Conducting the Good News Clubs. The clubs typically meet weekly after school from October to May. Permission slips signed by parent or guardian must be provided by all children attending.

Phase 4 – Follow up –the CEF of Rhode Island and its partnering church invites the children and their families to a voluntary special event at the end of the Good News Club for the year. The partnering church remains available to assist families and connect them to parenting and counseling resources. CEF of Rhode Island and the partnering church invite children to be a part of the Good News Club in the following school year.

Budget:

There is no cost to the school district for this project.

Target School:

William D'Abate and Leviton Elementary Schools

Who are you recruiting?

Any student in the schools where the club is offered is welcome to participate. All children need to learn good character in order to be successful, well-rounded adults. The Good News Club draws upon the principles found in the Bible for its lessons. Any child with parent permission is welcome to attend.

Who will oversee?

Pastor Santos Escobar of partnering church Vida Abundante UMC, 689 Cranston Street Providence will oversee the team of volunteers, with the support of CEF of RI.

Indicators for objectives and results:

- Indicators
 - o Attendance and participation
 - Number of memorization projects completed
 - Number of lessons completed
 - Observations of the volunteers will provide a subjective indicator of how specific children have progressed in their understanding of the concepts being taught throughout the school year.
- Any personal information that the children share will be treated as confidential. Information provided via permission slips will be limited for use by CEF of RI or the sponsoring church only.

DISTRICT OF COLUMBIA

109 Second Street NE Washington, DC 20002 Tel 202-289-1776 Fax 407-875-0770 LC.org

FLORIDA

PO Box 540774 Orlando, FL 32854 Tel 407-875-1776 Fax 407-875-0770

VIRGINIA

PO Box 11108 Lynchburg, VA 24506 Tel 407-875-1776 Fax 407-875-0770 Liberty@LC.org

REPLY TO FLORIDA

January 4, 2023

Via Email and Facsimile

Dr. Javier Montañez, Superintendent Providence Public Schools District 797 Westminster St Providence, RI 02903

Fax: 401-456-9284

Email: Javier.Montanez@ppsd.org

RE: Approval for Spring 2023 Good News Clubs meetings

Dear Dr. Montañez:

This letter is Liberty Counsel's final attempt to amicably resolve this matter engendered by the intentional failure of Providence Public Schools District ("PPSD" or "the District") to approve the numerous facilities use requests made by Child Evangelism Fellowship of Rhode Island ("CEF").

Please approve the attached facilities use request forms for CEF to hold an after school Good News Club ("GNC"), to run from January 12, 2023, to June 15, 2023, at William D'Abate Elementary and at Leviton Elementary schools. Please provide this approval by January 20, 2023.

As the District is well aware, CEF made multiple requests prior to and during 2021. Multiple emails were sent by CEF seeking to move the facilities use requests forward.

In November and December 2021, Liberty Counsel requested prompt approval by the District of CEF's requests to hold an after school GNC. The District did not approve any of CEF's facilities use requests, despite Liberty Counsel's letters setting forth the applicable facts, policies and law.

Subsequently, the records provided by the District in response to Liberty Counsel's March 8, 2021 public records request revealed multiple organizations providing activities to youth (legally similar to CEF) whose facilities use requests the District promptly approved, during the same time frame the District failed to approve CEF's requests.

In good faith, CEF even submitted a partnership application on June 3, 2022, to which the District also never responded.

The District is dealing with fights, stabbing and felony charges for students in high school. 1 It is therefore mystifying that the District would reject the repeated requests of a community organization to offer for elementary students the club's meaningful, life-changing character training (including kindness to others and respect for teachers and parents) when it may be of most benefit in preventing these high school problems before they start. And, this programming is offered without charge to the District or parents.

In any event, please provide the requested approval by January 20, 2023, or Liberty Counsel will file a lawsuit in the U.S. District Court for the District of Rhode Island. seeking an injunction, damages, and attorneys' fees.

Thank you for your immediate attention to this request.

Sincerely

Richard L. Mast

Attachments

CC

<u>Via Email</u>

Nicholas S. Murray, Esq. ††

PPSD General Counsel Charles A. Ruggerio

PPSD School Board Kinzel Thomas, President Diagneris Garcia, Vice President Mark Santow, Secretary Travis Escobar Muyideen Ibiyemi Night Jean Muhingabo Jesús Núñez Ty'Relle Stephens

NMurray@greaterglobelegal.com

Charles.Ruggerio@ppsd.org

Kinzel. Thomas@ppsd.org Diagneris.Garcia@ppsd.org Mark.Santow@ppsd.org Travis.Escobar@ppsd.org Muyideen. Ibiyemi@ppsd.org Night.Muhingabo@ppsd.org Jesus. Nunez@ppsd.org TyRelle.Stephens@ppsd.org

¹ https://www.golocalprov.com/news/fight-and-stabbing-letter-to-parents-from-prov-school-dept-and-video-dont Licensed in Virginia

^{††}Licensed in Rhode Island and Massachusetts RLM/tge

Relitat of School Factifiles Application Relitation R

*ALL FIELDS REQUIRED Submit completed form to requested school's Principal Today's date: 12-15-2022 Requested dates(s): Day of week TBD, program runs 1/12/2023-6/15/2023 Requested School: Levition Elementary School Facility to be used: Auditorium O Gym O Cafeteria O Classroom O Outdoors O Library O Organization name: Child Evangelism Fellowship of Rhode Island Organization billing address: P. O> Box 688, Hope, RI 02831 Description of proposed use: afterschool Good News Club-personal value, doing right through Bible storeis, games, songs (Attach additional page if more room is needed) Hours of use: afterschool-from dismissal plus 1.5 hours Please check one: Profit Organization: Non Profit Organization: (attach 501(c)(3) documentation) Admission charged: \$ 0.00 Estimated attendance: 25 **Print Form** This section to be filled out by Providence School Department personnel only Any cancellation in a schedule must be made by calling both the Support Services Office and the school to be used twenty four (24) hours in advance or fees will not be refunded. Services required: No. of Personnel Estimated Costs **Actual Costs** Rental Fee Stationary Engineer Custodian(s) Police Officer(s) Total Groups renting space for one day events are required to pay one hundred (100%) of the cost of rental and for custodial services prior to usage. Recurring usage requires a two event security deposit prior to usage. I (we) having fully read the rules and regulations, agree that claims arising from Renter's usage for equipment and facilities for breakage or loss shall be met by the Renter. The Renter will hold the Providence School Department, the City of Providence, and the Providence Public Buildings Authority and any of their employees harmless to any personal injuries, liable, or any other suits arising as a result of the use of facilities by the Renter to either participants or spectators. Organizations must furnish certificates of property damage in the amount of \$100,000 and general liability insurance in the amount of \$2,000,000 with The Providence School Department, the City of Providence, and the Providence Public Buildings Authority as additional insured. AT NO TIME IS ALCOHOL PERMITTED ON SCHOOL PROPERTY. Signature of Applicant: Mt MLAN G. SNOW JR. Date: 12/15/2022 Applicants address: P.O. Box 688 Hope R1 Phone Number: 860-464-4391 Principal's approval: Date:

Disapproval:

Revised 11/13/09. Subject to PPSD School Board Policy NASB / NEPN: KF approved 9/23/71, revised 7/24/72, 12/10/81, 3/11/91, and 7/28/03.

Support Services Approval:

ACORD

CERTIFICATE OF LIABILITY INSURANCE

THALL
DATE (MM/DD/YYYY)
12/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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ACORD 25 (2016/03)

Rental of School Facilities Application

Schools			*ALL FIELDS REQUIRED		
Today's date: 12-15-20	22	Submi	it completed form to requested school's Principal		
Requested dates(s): Day	of week TBD, progra	m runs 1/12/2023-6/	15/2023		
Requested School: Willi					
Facility to be used: Au	ditorium <u>O</u> Gym <u>O</u>	Cafeteria C Classi	room Outdoors Library		
Organization name: Chi	ild Evangelism Fellow	ship of Rhode Island			
Organization billing add	Iress: P.O. Box 688, Ho	ope, RI 02831			
Description of proposed	use: afterschool Goo	od News Club-persona	al value, doing right through Bible stories, games, songs		
Hours of use: afterscho		age if more room is needed)			
		Non Profit Organizatio	n: (attach 501(c)(3) documentation)		
Admission charged: \$	0.00 Est	timated attendance: 25	Print Form		
Th	is section to be filled	out by Providence So	chool Department personnel only		
Any cancellation in a sche advance or fees will not be		alling both the Support S	ervices Office and the school to be used twenty four (24) hours in		
Services required:	No. of Personnel	Estimated Costs	Actual Costs		
Rental Fee		\$	\$		
Stationary Engineer		\$	\$		
Custodian(s)		\$	\$		
Police Officer(s)	* *	\$	\$		
Total		\$	\$		
Groups renting space for one day events are required to pay one hundred (100%) of the cost of rental and for custodial services prior to usage. Recurring usage requires a two event security deposit prior to usage.					
I (we) having fully read the rules and regulations, agree that claims arising from Renter's usage for equipment and facilities for breakage or loss shall be met by the Renter. The Renter will hold the Providence School Department, the City of Providence, and the Providence Public Buildings Authority and any of their employees harmless to any personal injuries, liable, or any other suits arising as a result of the use of facilities by the Renter to either participants or spectators. Organizations must furnish certificates of property damage in the amount of \$100,000 and general liability insurance in the amount of \$2,000,000 with The Providence School Department, the City of Providence, and the Providence Public Buildings Authority as additional insured. AT NO TIME IS ALCOHOL PERMITTED ON SCHOOL PROPERTY.					
Applicants address: P.O. Box 688, Hope RI Phone Number: 860-464-4391					
Applicants address:	1.0. Box 6&	& Hope RI	Phone Number: 860-464-4391		
Principal's approval:		. 0782	Date:		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/15/2022

THALL

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ACORD 25 (2016/03)

60 Kossuth Street Providence, RI 02909

AUTHORIZED REPRESENTATIVE

US Treasury Department

Internal Revenue Service

Washington, DC 20224

AUG 19 1969

TaMS a EO a R a 2-RWB



P. O. Box 348
Warrenton, MO 63383
Gentlemen:

Child Evangelism Fellowship
Incorporated

c/o Frank R. Mann, Executive
Director

44 Ionia Avenue, S.W.
Grand Rapids, Michigan 49502

This refers to the information submitted for use in determining your status and the status of your subordinate units for Federal income tax purposes.

Our records show that in a ruling dated August 28, 1964, we held the Child Evangelism Fellowship International exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code. In our ruling of June 21, 1950, we held the National Child Evangelism Fellowship of the U.S.A., exempt under section 101(6) of the 1939 Code, which corresponds to section 501(c)(3) of the 1954 Code. The latter organization was issued a group ruling to cover its subordinate units on November 6, 1956.

The information submitted shows that the National Child Evangelism Fellowship of the U.S.A., was merged on May 3, 1966, into the Child Evangelism Fellowship International and the name of the surviving corporation is Child Evangelism Fellowship Incorporated.

Based on the information supplied, we rule that you and your subordinate units named on the group exemption roster you submitted are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, as it is shown that you and such units are organized and operated exclusively for religious purposes.

You and your subordinate units are not required to file Federal income tax returns so long as you and your exempt subordinate units retain a tax exempt status.

It will not be necessary for you and your exempt subordinate units to file the annual return of information, Form 990-A, generally required of organizations exempt under section 501(c)(3) of the Code, as you and your exempt subordinate units come within the specific exceptions contained in section 6033(a) of the Code.

Donors may deduct contributions to you and your exempt subordinate units, as provided by section 170 of the Code. Bequests, legacies, devices, transfers, or gifts to or for your use or to or for the use of your exempt subordinate units are deductible for Federal estate and gift tax purposes under section 2055, 2106 and 2522 of the Code.

You and your exempt subordinate units are not liable for Federal Unemployment taxes. You and your exempt subordinate units are liable for social security taxes only if waiver of exemption certificates have been filed, as provided in the Federal Insurance Contributions Act. (Your District Director will be glad to tell you more about the latter point.)

If you change your purposes, character, or method of operation, please let your District Director know, so that he may consider the effect on your exempt status. Also, please keep him informed of any changes in your name or address.

Each year, within 45 days after your annual accounting period closes, please send us two copies of the following information about your subordinate units.

- 1. A statement describing any changes during the year in the purposes, character, or method of operation of your subordinate units.
- 2. A list of the names, mailing addresses including Postal ZIP Codes, and employer identification numbers (if required for group exemption letter purposes) of subordinate units on your group exemption roster that during the year:
 - a. changed names or addresses;
 - b. were deleted from the roster;
 - c. were added to the roster.

A directory of subordinate units may be substituted for this list if it includes the required information and identifies the affected subordinate units according to the three categories above.

- 3. For subordinate units added to the roster, a letter signed by one of your principal officers containing or attaching:
 - a statement that the information upon which your present group exemption letter is based applies to the new subordinate units:

Child Evangelism Fellowship Incorporated

- a statement that each has given you written authorization to add its name to the roster;
- c. a list of those to which the Service previously issued rulings or determination letters relating to exemption.
- 4. If applicable, a statement that your group exemption roster did not change during the year.

You should advise each of your exempt subordinate units of the exemption and the pertinent provisions of this ruling.

This ruling terminates the ruling addressed to the National Child Evangelism Fellowship of the U.S.A. as of May 3, 1966, the date of merger, and supersedes the ruling addressed to you under your former name, Child Evangelism Fellowship International. Also, the rulings which were issued to the subordinate units in their individual names.

The District Directors of Internal Revenue concerned are being advised of this action.

Very truly yours,

Chief, Rulings Section

John R. Barber

Exempt Organizations Branch

Enclosures

Rev. Proc. 68-13

for your information



FRED M. LANGTON

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ADMINISTRATION
DIVISION OF TAXATION
49 WESTMINSTER STREET, PROVIDENCE 3, R. I.

CERTIFICATE OF EXEMPTION

CHILD EVANGELISM FELLOWSHIP OF R. I., INC., R.R. 5
CRANSTON, RHODE ISLAND

THIS IS TO CERTIFY, That the above-named institution, being either a religious, educational or charitable institution, has qualified for exemption pursuant to the provisions of the Rhode Island Sales and Use Tax Act, Chapter 18, Title 44, of the General Laws of 1956, as amended, and is accordingly exempt from the payment of the sales tax on sales made to it and from the use tax on the storage, use or other consumption of tangible personal property by it.

FRED M. LANGTON
TAX ADMINISTRATOR

Jeseph P. Segatore

Chief Tax Examiner, Sales

Cortificate



Rental of School Facilities Application

*ALL CONTRACTS END JUNE 30^{TR} UNLESS OTHERWISE *ALL FIELDS REQUIRED

Today's date: 9/30/2021	Subm	t completed form	to requested school's Principa	al			
Requested dates(s): October 4, 2021 - D	ecember 3, 2021; January 3	3, 2022-April 1, 2022; A	pril 25, 2022- June 10, 2022				
Requested School: Dr. Jorge Alvarez Hi	Requested School: Dr. Jorge Alvarez High School						
Facility to be used: Auditorium OG	m 🕻 Cafeteria 🔾 Classi	room <u>O</u> Outdoors <u>O</u>	Library <u>O</u>				
Organization name: Boys & Girls Clubs	of Providence		1 1 11 11 11 11 11 11 11 11 11 11 11 11				
Organization billing address: 550 Wicke							
Description of proposed use: 21st CCLC	AfterSchool Programs onel page if more room is needed)						
Hours of use: 3:30- 6:00 Monday-Thur.							
Please check one: Profit Organization:	O Non Profit Organizatio	n; <u> </u>	cumentation)				
Admission charged: \$	Estimated attendance:		Exercise Form	0.23			
, This section to be	filled out by Providence So	chool Department per	sonnel only				
Any cancellation in a schedule must be madadvance or fees will not be refunded.	e by calling both the Support S	ervices Office and the sch	nool to be used twenty four (24) hours in				
Services required: No. of Personn	el Estimated Costs	Actual Costs	15 1 Qh	>			
Rental Fee	\$	\$	ROSSAWA VALLANTE SERVICES AND SERVICES AND SERVICES ADMINISTRATOR	_			
Stationary Engineer	\$	\$	ROSSANA SEXATOR I				
Custodian(s)	\$	\$	7-200				
Police Officer(s)	<u> </u>	\$	10				
Total	\$	\$					
Groups renting space for one day events are Recurring usage requires a two event security		00%) of the cost of renta	and for custodial services prior to usage.				
I (we) having fully read the rules and regulations, agree that claims arising from Renter's usage for equipment and facilities for breakage or loss shall be met by the Renter. The Renter will hold the Providence School Department, the City of Providence, and the Providence Public Buildings Authority and any of their employees harmless to any personal injuries, liable, or any other suits arising as a result of the use of facilities by the Renter to either participants or spectators. Organizations must furnish certificates of property damage in the amount of \$100,000 and general liability insurance in the amount of \$2,000,000 with The Providence School Department, the City of Providence, and the Providence Public Buildings Authority as additional insured. AT NO TIME IS ALCOHOL PERMITTED ON SCHOOL PROPERTY. Signature of Applicant: Date: Date: Disapproval: Disapproval: Revised 11/13/09. Subject to PPSD School Board Print, NSP, NSP, NSP, NSP, NSP, NSP, NSP, NSP							
10-7-	2031 165						

Providence Schools

Rental of School Facilities Application

*ALL CONTRACTS END JUNE 30 $^{\rm TH}$ UNLESS OTHERWISE *ALL FIELDS REQUIRED

Today's date: Nov 7, 2019					
Requested dates(s): Every Wednesday beginning November 20, 2019 through June 17, 2020					
Requested School: Webster					
Facility to be used: Auditorium O Gym O Cafeteria O Classroom O Outdoors O Library O					
Organization name: Narragansett Council Boy Scouts of America					
Organization billing address: PO Box 14777, East Providence, RI 02914					
Description of proposed use: Cub Scout program for girls					
(Attach additional page if more room is needed) Hours of use: 3:30-5:30					
Please check one: Profit Organization: O Non Profit Organization; O (attach 501(c)(3) documentation)					
Admission charged: \$ 20 Estimated attendance: 50					
Admission charged, 4 120 1					
This section to be filled out by Providence School Department personnel only					
Any cancellation in a schedule must be made by calling both the Support Services Office and the school to be used twenty four (24) hours in advance or fees will not be refunded.					
Services required: No. of Personnel Estimated Costs Actual Costs					
Rental Fee \$ \$					
Rental Fee \$ \$ \$ Stationary Engineer \$ \$ \$					
Custodian(s) \$ \$					
Police Officer(s) \$ \$					
Total \$					
Groups renting space for one day events are required to pay one hundred (100%) of the cost of rental and for custodial services prior to usage. Recurring usage requires a two event security deposit prior to usage.					
I (we) having fully read the rules and regulations, agree that claims arising from Renter's usage for equipment and facilities for breakage or loss shall be met by the Renter. The Renter will hold the Providence School Department, the City of Providence, and the Providence Public Buildings Authority and any of their employees harmless to any personal injuries, liable, or any other suits arising as a result of the use of facilities by the Renter to either participants or spectators. Organizations must furnish certificates of property damage in the amount of \$100,000 and general liability insurance in the amount of \$2,000,000 with The-Providence School Department, the City of Providence, and the Providence Public Buildings Authority as additional insured. AT NO TIME IS ALCOHOL PERMITTED ON SCHOOL PROPERTY. Signature of Applicant: Date:					
Applicants address: 70 Box 14777 East Providence 02914					
Principal's approval: Date: 1719					
Support Services Approval: Disapproval: Disapproval: Disapproval: Revised 11/13/09. Subject to PPSD School Board Policy NASB / NEPN: KF approved 9/23/71, revised 7/24/72, 12/10/81, 3/11/91, and 7/28/03.					

Providence Schools

Rental of School Facilities Application

*ALL CONTRACTS END JUNE 30^{TH} UNLESS OTHERWISE *ALL FIELDS REQUIRED

Today's date: Sep 9, 2019					
Requested dates(s): Every Tuesday beginning September 24, 2019 through the last Tuesday of the school year June 16, 2026					
Requested School: Webster Avenue Facility to be used: Auditorium O Gym O Cafeteria O Classroom O Outdoors O Library O					
Facility to be used: Auditorium O Gym O Cafeteria O Classroom O Outdoors O Library O					
Organization name: Boy Scouts of America Narragansett Council # 546					
Organization billing address: PO Box 14777, East Providence, RI 02914					
Description of proposed use: To hold weekly cub scout meetings (Attach additional page if more room is needed)					
Hours of use: 3:25-5:00pm					
Please check one: Profit Organization: O Non Profit Organization: (attach 501(c)(3) documentation)					
Admission charged: \$ 0 Estimated attendance: 50					
This section to be filled out by Providence School Department personnel only					
Any cancellation in a schedule must be made by calling both the Support Services Office and the school to be used twenty four (24) hours in advance or fees will not be refunded.					
Services required: No. of Personnel Estimated Costs Actual Costs					
Rental Fee					
Stationary Engineer \$\$					
Stationary Engineer \$					
Police Officer(s) \$\$					
Total \$ \$					
Groups renting space for one day events are required to pay one hundred (100%) of the cost of rental and for custodial services prior to usage. Recurring usage requires a two event security deposit prior to usage.					
I (we) having fully read the rules and regulations, agree that claims arising from Renter's usage for equipment and facilities for breakage or loss shall be met by the Renter. The Renter will hold the Providence School Department, the City of Providence, and the Providence Public Buildings Authority and any of their employees harmless to any personal injuries, liable, or any other suits arising as a result of the use of facilities by the Renter to either participants or spectators. Organizations must furnish certificates of property damage in the amount of \$100,000 and general liability insurance in the amount of \$2,000,000 with The Providence School Department, the City of Providence, and the Providence Public Buildings Authority as additional insured. AT NO TIME IS ALCOHOL PERIORITED ON SCHOOL PROPERTY.					
biginature of Applicant.					
Applicants address: Po Box 14777 East Paviderce, RT Phone Number: 401-351-8700 ext. 35					
Principal's approval: Date:					
Support Services Approval: QU QQ-OUQ Disapproval: Revised 11/13/09. Subject to PPSD School Board Policy NASB / NEPN: KF approved 9/23/71, revised 7/24/72, 12/10/81, 3/11/91, and 7/28/03.					



Rental of School Facilities Application

*ALL CONTRACTS END JUNE 30TH UNLESS OTHERWISE *ALL FIELDS REQUIRED

Today's date: 1/14/2022	Submit completed form to requested school's Principal				
	,;3/30, 4/13, 4/27, 5/11, 5/25				
Requested School: E Cubed Academy					
Facility to be used: Auditorium O Gym O	Cafeteria O Classroom O Outdoors O Library O				
Organization name: Girl Scouts of Southeaste	ern New England - Troop 214				
Organization billing address: GSSNE-500 Gree	enwich Ave, Warwick, Ri 02886 /Troop 214-33 Lincoln Ave, Providence, Ri 02906				
Description of proposed use.	ngs for Girl Scout Troop 214				
Hours of use: 6:30 to 8pm					
Please check one: Profit Organization: O N	Non Profit Organization: (attach 501(c)(3) documentation)				
Admission charged: \$ 0 Est	rimated attendance; 15				
This section to be filled	out by Providence School Department personnel only				
Any cancellation in a schedule must be made by ca advance or fees will not be refunded.	alling both the Support Services Office and the school to be used twenty four (24) hours in				
Services required: No. of Personnel	Estimated Costs Actual Costs				
Rental Fee	ss				
Stationary Engineer	s s s Enclosed all significant Nied First Nied First Nied First Dit 1/26				
Custodian(s)	s s Need The Out 1/26 s s s Need The Out 1/26				
Police Officer(s)	s s				
Total	s sO				
Groups renting space for one day events are require Recurring usage requires a two event security depo	ed to pay one hundred (100%) of the cost of rental and for custodial services prior to usage.				
I (we) having fully read the rules and regulations, agree that claims arising from Renter's usage for equipment and facilities for breakage or loss shall be met by the Renter. The Renter will hold the Providence School Department, the City of Providence, and the Providence Public Buildings Authority and any of their employees harmless to any personal injuries, liable, or any other suits arising as a result of the use of facilities by the Renter to either participants or spectators. Organizations must furnish certificates of property damage in the amount of \$100,000 and general liability insurance in the amount of \$2,000,000 with The Providence School Department, the City of Providence, and the Providence Public Buildings Authority as additional insured. AT NO TIME IS ALCOHOL PERMITTED ON SCHOOL PROPERTY.					
Signature of Applicant: Sydum: Applicants address: Date: 1/14/2022 Stephanie Phone Number: 401-					
Principal's approval:	Matthew) de Date: 1/18/22				
Support Services Approval:	1 118 2 Disapproval:				
Revised 1 1/13/09. Subject to PPSD School Hoard Policy	y NASB / NEPN: KF approved 9/23/71, revised 7/24/72. 12/10/81, 3/11/91, and 7/28/03.				

RU 1/28/32



WHAT WE DOV





Our Programs

At Girls on the Run Rhode Island, teaching critical life skills is the cornerstone of our research-based programs. Meeting in small teams, trained volunteer coaches inspire girls of all abilities to strengthen confidence and other important life skills through dynamic, interactive lessons and physical activity.





Grades 3-5

Girls on the Run

Girls on the Run inspires girls of all abilities to recognize their individual strengths, while building a sense of connection in a team setting. Volunteer coaches facilitate lessons that blend physical activity with life skill development to enable girls to adapt to whatever comes their way. At the end of the season, the team completes a 5K together, which provides a tangible sense of accomplishment and sets a confident mindset into motion.



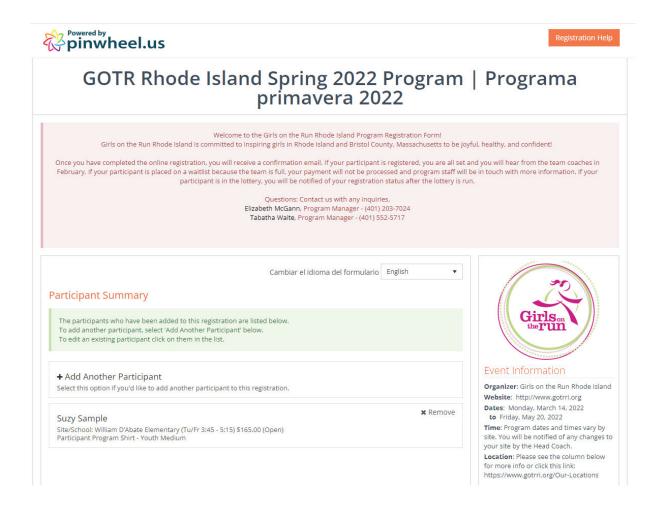
Program Details >

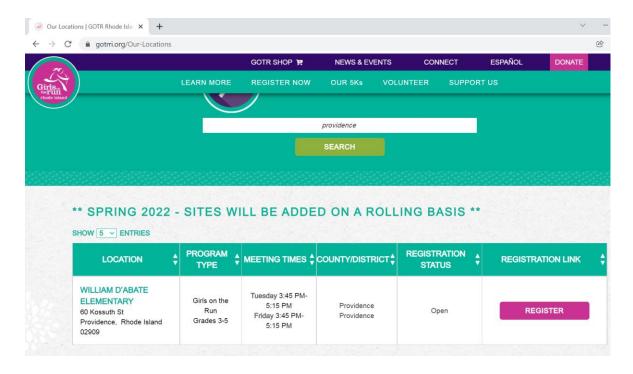
View Locations >

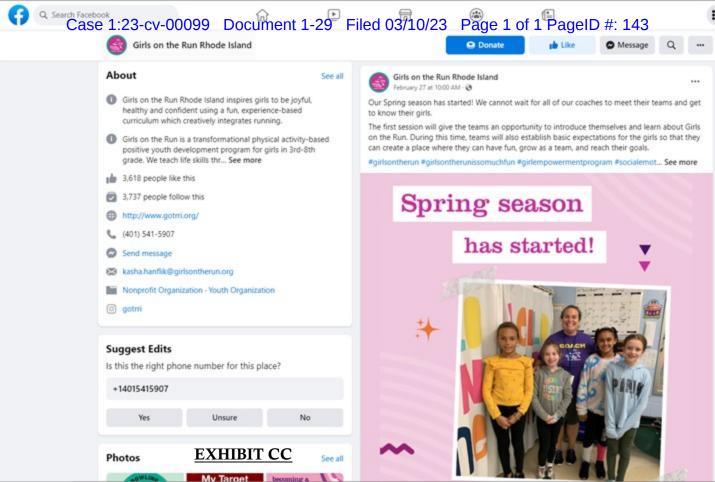
GOTR QUICK LINKS

Our Impact

Link to Sample Lesson









LILLIAN FEINSTEIN SACKETT STREET SCHOOL (RESERVED FOR STUDENTS)

159 Sackett Street Providence, RI 02907

TEAM NAME

Lillian Feinstein Sackett Street School *reserved for students"

Girls on the Run (Grades 3-5)

MEETING TIMES

Monday 3:15 PM - 4:45 PM

Tuesday 12:30 PM - 2:00 PM

Waiting List



Coach > Coaches Needed!





MLK ELEMENTARY (RESERVED FOR STUDENTS)

35 Camp Street Providence, RI 02906

TEAM NAME

MLK Elementary *reserved for students*

Girls on the Run (Grades 3-5)

MEETING TIMES

Monday 4:00 PM - 5:30 PM

Thursday 4:00 PM - 5:30 PM

Registration Open



Coach > Coaches Needed!





VARTAN GREGORIAN (RESERVED FOR STUDENTS)

455 Wickenden St. Providence, RI 02903

TEAM NAME

Vartan Gregorian *reserved for students*

Girls on the Run (Grades 3-5)

MEETING TIMES

Monday 3:30 PM - 5:15 PM

Wednesday 3:30 PM - 5:15 PM

Waiting List



Coach > Coaches Needed!





GEORGE WEST TEAM B

145 Beauford St Providence, RI 02908

TEAM NAME

George West Team B

Girls on the Run (Grades 3-5)

MEETING TIMES

Tuesday 4:00 PM - 5:30 PM

Thursday 4:00 PM - 5:30 PM

Registration Open



Coach >

JS 44 (Rev. 08/18)

Case 1:23-cv-00099 Document 1-31 Filed 03/10/23 Page 1 of 3 PageID #: 148

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

purpose of initiating the civil do	ocket sheet. (SEE INSTRUC) / 1, 15 requ	irea for the ase of	ane cient of co	uit for the		
I. (a) PLAINTIFFS				Providence Public School District and Dr. Javier Montañez, in his						
Child Evangelism Fellows	ship of Rhode Island, l	Inc.		official capacity as Superintendent of Providence Public School District.						
(b) County of Residence o	f First Listed Plaintiff FXCEPT IN U.S. PLAINTIFF CA	Providence (SES)		County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.						
(c) Attorneys (Firm Name, A	•	r)		Attorneys (If Known)		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
GREATERGLOBE LEGA 257-259 Union Street, No.	•), (781) 733-1608								
II. BASIS OF JURISDI	CTION (Place an "X" in O	ne Box Only)	III. CI	TIZENSHIP OF P	RINCIPA	L PARTIES	(Place an "X" in	One Box fo	or Plainti <u>j</u>	
☐ 1 U.S. Government Plaintiff	1 1 U.S. Government 3 Federal Question			(For Diversity Cases Only) PT en of This State		Incorporated or Pri		or Defendar PTF ★ 4	<i>nt)</i> DEF ★ 4	
2 U.S. Government Defendant	☐ 4 Diversity (Indicate Citizenshi)	ip of Parties in Item III)	Citiz	en of Another State	2 🗖 2	Incorporated and P of Business In A		□ 5	□ 5	
				en or Subject of a reign Country	3 🗖 3	Foreign Nation		□ 6	□ 6	
IV. NATURE OF SUIT			F	ODEFITIIDE/DENALTV		here for: Nature o				
CONTRACT ☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	PERSONAL INJURY 310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Federal Employers' Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle Product Liability 360 Other Personal Injury 362 Personal Injury - Medical Malpractice CIVIL RIGHTS 440 Other Civil Rights 441 Voting 442 Employment 443 Housing/ Accommodations 445 Amer. w/Disabilities - Employment 446 Amer. w/Disabilities - Other 448 Education	PERSONAL INJUR 365 Personal Injury - Product Liability Pharmaceutical Personal Injury - Product Liability Pharmaceutical Personal Injury Product Liability PERSONAL PROPER 370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage Product Liability PERSONAL PROPER 370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage Product Liability PRISONER PETITION Habeas Corpus: 463 Alien Detainee 510 Motions to Vacate Sentence 530 General 535 Death Penalty Other: 540 Mandamus & Oth 550 Civil Rights 555 Prison Condition 560 Civil Detainee - Conditions of	TY	DRFEITURE/PENALTY 25 Drug Related Seizure of Property 21 USC 881 20 Other LABOR 10 Fair Labor Standards Act 20 Labor/Management Relations 10 Railway Labor Act 51 Family and Medical Leave Act 20 Other Labor Litigation 21 Employee Retirement Income Security Act IMMIGRATION 52 Naturalization Application 55 Other Immigration Actions	422 Appe 423 With 28 U PROPE 820 Copy 830 Pater 840 Trad 840 Trad 862 Blaci 863 DIW 864 SSII 865 RSI 870 Taxe 870 Taxe 871 IRS 26 U 871 IRS 26 U 871 IRS 26 U	RTY RIGHTS rrights at at - Abbreviated Drug Application emark SECURITY (1395ff) k Lung (923) C/DIWW (405(g)) Title XVI	□ 375 False Cla □ 376 Qui Tam 3729(a)) □ 400 State Res □ 410 Antirust □ 430 Banks ar □ 450 Commer □ 460 Deportat □ 470 Racketec Corrupt □ 480 Consum □ 485 Telephor Protectic □ 490 Cable/Ss □ 850 Securitic Exchang □ 890 Other Sta □ 891 Agricult □ 893 Environ □ 895 Freedom Act □ 896 Arbitrati □ 899 Adminis	a (31 USC) apportionment of the desired of the des	ed and ons her dities/ ions tters hation	
V. ORIGIN (Place an "X" in One Box Only) X 1 Original Proceeding State Court										
VI. CAUSE OF ACTIO	VI. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 42. U.S.C. § 1983. Brief description of cause:									
VII DECHEOTED IN				and Free Exercise,				1-1		
VII. REQUESTED IN COMPLAINT:	UNDER RULE 2	IS A CLASS ACTION 3, F.R.Cv.P.	(D	EMAND \$		CHECK YES only URY DEMAND:		X No	ıt:	
VIII. RELATED CASE IF ANY	(See instructions):	JUDGE			DOCKE	ET NUMBER				
DATE 03/10/2023		signature of at s/ Nicholas S. I		OF RECORD						
FOR OFFICE USE ONLY RECEIPT # AM	MOUNT	APPLYING IFP		JUDGE		MAG. JUD	GE			

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- **I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)

- III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit. Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.
- V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date. Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.

Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket. **PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statue.

- VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.

 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases. This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

CIVIL COVER SHEET ATTACHMENT: ATTORNEYS FOR PLAINTIFF

Local Counsel:

Nicholas S. Murray, Esq. GREATERGLOBE LEGAL, P.C. 257-259 Union Street, New Bedford, MA 02740 (781) 733-1608

Pro Hac Vice Counsel:

Mathew D. Staver*
Horatio G. Mihet*
Roger K. Gannam*
Hugh C. Phillips*
Liberty Counsel
P.O. Box 540774
Orlando, FL 32854
(407) 875-1776
court@lc.org
hmihet@lc.org*
rgannam@lc.org*
hphillips@lc.org*
*Specially admitted

UNITED STATES DISTRICT COURT

for the

District of Rhode Island					
CHILD EVANGELISM FELLOWSHIP OF RHODE ISLAND, INC.)					
Plaintiff(s)					
v.)	Civil Action No.				
PROVIDENCE PUBLIC SCHOOL DISTRICT and DR. JAVIER MONTAÑEZ, in his official capacity as Superintendent of Providence Public School District Defendant(s)					
Dejenaam(s)					
SUMMONS IN A C	CIVIL ACTION				
To: (Defendant's name and address) Providence Public School Distance 797 Westminster Street Providence, RI 02903	trict				
A lawsuit has been filed against you.					
Within 21 days after service of this summons on you are the United States or a United States agency, or an officer of P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer the Federal Rules of Civil Procedure. The answer or motion is whose name and address are: Nicholas S. Murray, Esq. GREATERGLOBE LEGAL, P. 257-259 Union Street New Bedford, MA 02740	r to the attached complaint or a motion under Rule 12 of must be served on the plaintiff or plaintiff's attorney,				
If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.					
	CLERK OF COURT				
Date:					
Date:	Signature of Clerk or Deputy Clerk				
	digitalise of Clerk of Deputy Clerk				

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was re	This summons for (na	ume of individual and title, if any	v)	
	☐ I personally served	d the summons on the indi	vidual at (place)	
			on (date)	; or
	☐ I left the summons		nce or usual place of abode with (name)	: 4 4
	on (date)		a person of suitable age and discretion who rest copy to the individual's last known address; or	ides there,
		nons on (name of individual)	on behalf of (name of organization)	, who is
		accept service or process	on (date)	; or
	☐ I returned the sum	mons unexecuted because		; or
	☐ Other (specify):			
	My fees are \$	for travel and \$	for services, for a total of \$	0.00
	I declare under penal	ty of perjury that this infor	rmation is true.	
Date:				
			Server's signature	
			Printed name and title	
		_	Server's address	

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT

for the

District of Rhode Island					
CHILD EVANGELISM FELLOWSHIP OF RHODE ISLAND, INC. Plaintiff(s)					
V.	Civil Action No.				
PROVIDENCE PUBLIC SCHOOL DISTRICT and DR. JAVIER MONTAÑEZ, in his official capacity as Superintendent of Providence Public School District **Defendant(s)**) CIVIL / ICCIOII (VC.)))))))))))))))))))				
SUMMONS IN A	A CIVIL ACTION				
To: (Defendant's name and address) Dr. Javier Montañez, Superi Providence Public School D 797 Westminster Street Providence, RI 02903					
A lawsuit has been filed against you.					
Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Nicholas S. Murray, Esq. GREATERGLOBE LEGAL, P.C. 257-259 Union Street New Bedford, MA 02740					
If you fail to respond, judgment by default will be e You also must file your answer or motion with the court.	ntered against you for the relief demanded in the complaint.				
	CLERK OF COURT				
Date:					
	Signature of Clerk or Deputy Clerk				

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PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was re	This summons for <i>(nar ceived by me on (date)</i>	me of individual and title, if any)	·	
	☐ I personally served	the summons on the individ	· · · · · · · · · · · · · · · · · · ·	
	☐ I left the summons		e or usual place of abode with (name)	; or
	, a person of suitable age and discretion who resides there, on (date), and mailed a copy to the individual's last known address; or			
	☐ I served the summons on (name of individual) designated by law to accept service of process on behalf of (name of organization)			
			on (date)	; or
	☐ Other (specify):	mons unexecuted because		; or
	My fees are \$ for travel and \$ for services, for a total of \$ In the content of \$ for services, for a total of \$			
Date:			Server's signature	
			Printed name and title	
			Server's address	

Additional information regarding attempted service, etc: