

# **Bond Case Briefs**

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## **SCHOOLS - TENNESSEE**

### **Smith v. Jefferson County Bd. of School Com'rs**

**United States Court of Appeals, Sixth Circuit - June 11, 2015 - F.3d - 2015 WL 3620473**

Former teachers at public alternative school brought § 1983 action against county school board and its members, alleging that, by closing the school and contracting with a self-proclaimed “religious institution” to operate the school, defendants violated teachers’ Establishment Clause and due process rights. The District Court granted summary judgment for defendants. Teachers appealed. The Court of Appeals affirmed in part, reversed in part, and remanded. On remand, a bench trial was held on the Establishment Clause claim. The United States District Court entered judgment in favor of teachers, and awarded damages and an injunction. School board appealed.

The Court of Appeals held that contract between school board and self-proclaimed “religious institution” did not violate Establishment Clause.

Sole motivation for contract was to reconcile school board’s budget, contract did not coerce students to partake in religious activity of any kind, either directly or through peer pressure, reasonable observer would not interpret contract as school board’s endorsement of religion, as students in alternative program encountered only incidental religious references, which were not targeted specifically at them, and contract did not foster excessive entanglement with religion, but involved only payment by school board in exchange for provision of essential educational services.