

IN THE
UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF INDIANA
Indianapolis Division

CHILD EVANGELISM FELLOWSHIP)	
OF INDIANA, INC.,)	
)	
)	1:17-cv-1495-WTL-MPB
Plaintiff,)	
)	
)	
vs.)	
)	
)	
INDIANA METROPOLITAN SCHOOL)	
DISTRICT OF PIKE TOWNSHIP, DR.)	
FLORA REICHANADTER, in her official)	
capacity as Superintendent of Indiana)	
Metropolitan School District of Pike)	
Township,,)	
)	
Defendants.)	
)	

AGREED PERMANENT INJUNCTION AND JUDGMENT

On May 8, 2017, Plaintiff Child Evangelism Fellowship of Indiana, Inc. (“CEF”) filed this action against Defendants, alleging that Defendants violated CEF’s rights under the First and Fourteenth Amendment to the United States Constitution, by, among other things, failing to treat CEF equally with respect to facility fees charged by Defendants for afterschool use of Defendants’ facilities. The Parties have advised the Court that they wish to resolve all matters and claims in this action, based upon the remedies stipulated herein.

Accordingly, the parties hereby agree and the Court ORDERS as follows:

1. The Court entered a preliminary injunction on August 1, 2017 holding that the District's Policy 7510 as it then existed likely violated the First Amendment.

2. After the Court entered the preliminary injunction, the District revised its policies 7510 and 9700, and revised its administrative guideline for Policy 7510 in light of the Court's preliminary injunction. The revised policies have not been challenged in this lawsuit and are not affected by this Permanent Injunction and Judgment.

3. CEF is willing to compromise its right to litigate this action to a permanent injunction and judgment on the merits, but only in reliance upon and to the extent the Court enters this Permanent Injunction and Judgment. If any portion of this Permanent Injunction and Judgment is not approved by the Court, or is subsequently vacated, abrogated or modified for any reason, CEF would insist upon litigating its claims on the merits to a permanent injunction and final judgment.

4. In order to avoid the time and expense of further litigation, and without admitting any liability, the Defendants have decided to stipulate to the Court's entry of the following permanent injunctive relief, damages judgment and other remedial measures:

a. Defendants agree, and the Court hereby orders and permanently enjoins, that Defendants shall permit CEF to use Defendants' facilities for CEF's after-school programs attended by District students, and Defendants shall not charge CEF any fees (whether termed facility fees, rental fees, application fees or otherwise). Other than fees, CEF agrees that it shall comply with generally applicable facility guidelines, rules of use for facilities, insurance requirements and other requirements on the same terms as other similarly-situated after-school programs. However, to the extent any facility guidelines, rules of use, insurance requirements and other requirements are subsequently used by Defendants to either deny CEF access or to

treat CEF unequally, CEF shall have the right to bring a facial or as-applied challenge for any alleged conduct or policies enforced to the detriment of CEF after the date of this Permanent Injunction and Judgment.

b. Defendants shall pay CEF the sum of \$270.00 as and for actual damages on the claim that Policy 7510 as it existed on August 1, 2017 was unconstitutional and violated CEF's constitutional rights. Said payment shall be made by check or bank draft payable to "Child Evangelism Fellowship of Indiana, Inc." and delivered to CEF's counsel of record within 30 days of the entry of this Permanent Injunction and Judgment.

c. Defendants shall pay CEF the sum of \$85,000.00 as and for reasonable attorney's fees and costs expended on CEF's behalf in this action. Said payment shall be made by check or bank draft payable to "Liberty Counsel" and delivered to CEF's counsel of record within 30 days of the entry of this Permanent Injunction and Judgment.

5. Plaintiff agrees to dismiss with prejudice its claims regarding Policy 9700.

6. The Clerk shall enter Final Judgment consistent with the terms of this Permanent Injunction and Judgment.

7. Nothing herein shall be construed to limit in any way CEF's right to seek relief for any prospective violations of its constitutional rights which are alleged to take place after the entry of this Permanent Injunction and Judgment.

8. The Court shall retain jurisdiction of this action to the extent necessary to enforce the terms of this Permanent Injunction and Judgment.

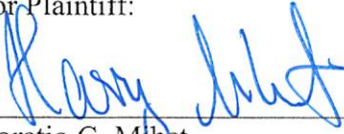
DONE and ORDERED this 26th day of January, 2018 at Indianapolis, Indiana.



Hon. William T. Lawrence, Judge
United States District Court
Southern District of Indiana

APPROVED AS TO FORM:

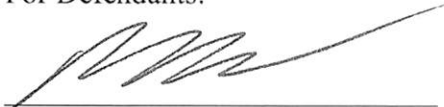
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