

UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND

CHILD EVANGELISM FELLOWSHIP OF)
RHODE ISLAND, INC.,)
)
Plaintiff,)
v.)
)
PROVIDENCE PUBLIC SCHOOL DISTRICT)
and DR. JAVIER MONTAÑEZ,)
in his official capacity as Superintendent of)
Providence Public School District,)
)
Defendants.)

No. 1:23-cv-00099-MSM-LDA

CONSENT ORDER AND FINAL JUDGMENT

FINDINGS OF FACT

1. On March 10, 2023, Plaintiff filed the Verified Complaint for Injunctive and Declaratory Relief and Damages (dkt. 1) and filed its Motion for Preliminary Injunction (dkt. 8) on March 16, 2023.
2. On June 2, 2023, the Court entered an Order setting a hearing for July 11, 2023, on Plaintiff's Motion for Preliminary Injunction.
3. On July 11, 2023, the Court held a hearing on Plaintiff's Motion for Preliminary Injunction and ordered (a) the Parties to meet and confer regarding the requested preliminary injunction, (b) Defendants to provide additional documentation concerning its facilities use policies, and (c) the Parties to submit a joint Status Report by July 17, 2023.
4. Although Defendants do not concede all of the allegations of Plaintiff's Complaint and dispute some claims arising in this action, the Parties in this action wish to resolve this matter now and hereby consent to entry of this Consent Order.

5. In the Joint Status Report ordered by the Court, the Parties have jointly requested entry of this Consent Order to resolve all claims between them in this action with the exception of the attorney's fees and costs, and Child Evangelism Fellowship will file its motion for attorney's fees and costs in accordance with the terms of this Consent Order and Final Judgment.

6. The Parties have negotiated the Consent Order in good faith and desire to resolve this matter without further litigation or burden on the Court.

CONCLUSION OF LAW

7. The terms of this Consent Order are fair, reasonable, equitable, and in furtherance of the public interest.

8. The terms of this Consent Order comport with the United States Constitution, including the First and Fourteenth Amendments thereto. *See, e.g., Good News Club v. Milford Cent. Sch.*, 533 U.S. 98 (2001).

9. The Parties agree that Providence Public School District is required, under the First Amendment, to provide Child Evangelism Fellowship access to District facilities that is equal to and on the same terms as other similarly situated nonreligious organizations offering programs to students in the District.

10. Child Evangelism Fellowship is entitled to prevailing party status within the meaning of 42 U.S.C. §1988 and entitled to recover its reasonable attorney's fees and costs incurred in obtaining this Consent Order and Final Judgment.

ORDER

THEREFORE, for good cause shown and with the consent of the Parties, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

11. Providence Public School District is hereby permanently enjoined from denying Child Evangelism Fellowship equal access to its facilities. To wit,

(a) Child Evangelism Fellowship shall be allowed access to District facilities on an equal basis with similarly situated organizations, such as Boy Scouts, Girl Scouts, and Girls on the Run;

(b) Child Evangelism Fellowship's access to District facilities shall be equal in terms of access granted and fees charged, if any; and

(c) Child Evangelism Fellowship's equal access to District facilities is not contingent on whether that access is granted under Policy 912 or Community Partnership status under Policy 603. Child Evangelism fellowship shall receive the same access on the same terms as granted to similarly situated organizations.

12. Child Evangelism Fellowship is a prevailing party under 42 U.S.C. § 1988.

13. Within thirty (30) days of the entry of this Consent Order, Child Evangelism Fellowship will file its motion for attorney's fees and costs in accordance with the terms of LR Cv 54 and LR Cv 54.1.

14. Nothing in this Consent Order shall be construed to limit Child Evangelism Fellowship from seeking redress from, or filing a new action, for any future violations of its constitutional or statutory rights alleged to occur after entry of this Consent Order and unrelated to the specific claims raised in this action.

15. Nothing in this Consent Order shall be construed to limit any Party's rights to enforce this Consent Order according to its terms.

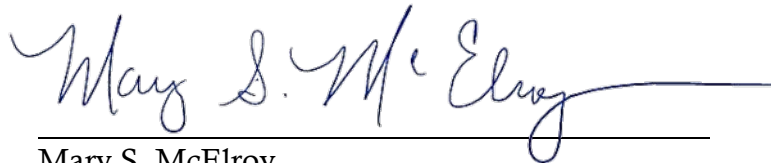
16. The provisions of this Consent Order apply to the District, its officers, agents, servants, employees, and attorneys, and any other persons who are in active concert or participation with them.

17. This Consent Order resolves all issues raised by Plaintiff in this action with the sole exception of those issues to be raised in Child Evangelism Fellowship's forthcoming motion for attorney's fees and costs.

18. The Clerk is hereby directed to issue FINAL JUDGMENT in accordance with the terms of this Consent Order.

19. The Court shall retain jurisdiction to the extent necessary to enforce the terms of this Consent Order.

SO ORDERED this 18th day of July 2023

A handwritten signature in cursive script, reading "Mary S. McElroy", written in black ink. The signature is positioned above a horizontal line.

Mary S. McElroy
United States District Judge