



AMERICAN CIVIL LIBERTIES UNION OF UTAH FOUNDATION, INC
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December 20, 2004

U.S. Army Recruiting Station
2721 South State Street, Suite A
Salt Lake City, Utah 84115

To Chief Recruiter/Whom It May Concern:

A student at Murray High School contacted us about a sign at one of your recruiting booths at the High School. According to the student, there was a sign on the table that said something to the effect of, "Sign up for the Army; we will pay for your mission." The printed sign confused the student, who inquired of those working at the table whether the sign indeed referred to religious missions. The recruiter confirmed that understanding of the sign, and suggested that it was appropriate for the Army to pay for religious missions because soldiers are tax-payers and the Establishment Clause does not apply to the Army as it does to other government entities.

We write to express our concerns about both the sign allegedly posted at the recruiting table, and about the individual's alleged comments to the student. As you are aware, the Religion Clauses of the First Amendment — the Establishment Clause and the Free Exercise Clause — provide that "Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof." U.S. Const. amend. I. These clauses have been interpreted by the United States Supreme Court to mean "that religious beliefs and religious expression are too precious to be either proscribed or prescribed by the State." *Lee v. Weisman*, 505 U.S. 577, 589 (1992).

Indeed, the Establishment Clause is understood to mean that the government, and thereby government entities such as the United States Military, may not pass laws or policies "which aid one religion, aid all religions, or prefer one religion over another." *Abington School District v. Schempp*, 374 U.S. 203, 216 (1963) (citations and quotations omitted). Finally, the Supreme Court has also articulated an "endorsement test," under which the government may not engage in a practice that suggests to reasonable, informed observers that the government is endorsing religion. *See Lynch v. Donnelly*, 465 U.S. 668, 690 (O'Connor, J., concurring).

Under these basic principles, the promise of the printed sign we received a complaint about clearly violates the Constitution. Please clarify for us whether the Army is actively advertising that it will pay for religious missions, or has a policy to do so. Further, if we have misunderstood the facts or the law, or if your office was not involved in recruiting efforts at Murray High School, we would appreciate hearing your understanding of the situation. Feel free to call me to discuss this if you have any questions; I can be reached at 521.9862, ext. 103. Alternatively, please respond in writing by Monday, January 10, 2005. We look forward to hearing from you.

Thank you for your time and consideration,

Margaret Plane
Staff Attorney