

**\*\*Opposition testimony Senate Bill 293\*\***

My name is Jaclyn Fraley, and I am here to speak in opposition to SB293. I am the parent of a first-grade student in Westerville Public Schools, a district that recently rescinded its RTRI policy. I knew when my daughter entered public school this year, we would encounter new challenges. What I did not expect was to face the challenges of an RTRI program, especially while sending my daughter to a STEM- focused magnet school.

I first learned about RTRI after talking with a mom at the park who asked if my daughter would be attending the Lifewise Academy. I joined a group of parents with children in the district who also had questions and concerns, and together we formed Westerville Parents United. We slowly educated ourselves about RTRI, learning about the disruptions caused to the school day, the lack of compliance with legal requirements, and the burdens these programs place on local districts.

I will be referring to the Lifewise program in this testimony because it is the largest of the RTRI programs in Ohio and the one I know best, as it operated in Westerville until the policy was rescinded.

In proponent testimony, multiple statements are made claiming that RTRI programs affect only the students who attend. However, this is not the case. While Lifewise claims that the process of leaving and returning to school is smooth, anyone who has ever tried to organize first graders for a field trip knows it is far from seamless. My mother, a retired teacher, often recalls how faculty dreaded days when schedules were disrupted by field trips, assemblies, pep rallies, or even guest speakers. It was always worse when the activity involved only part of the student body.

Lifewise students are encouraged to share their faith and experiences at Lifewise with their non-attending peers when they return to school. One parent in my group shared that her daughter was told in class that she and her mothers were "going to hell" because they belong to an LGBTQIA family. Another parent described how their child was told they didn't "really believe in God" because they are not Christian.

As a non-Christian family, my husband and I have had — and know we will continue to have — deeper conversations about faith. We anticipated that these conversations would expand once our daughter started school, but we never expected to need a potential weekly discussion about why she cannot attend a “fun” school program with her friends. Although we understand that Lifewise is not officially associated with the school, through the eyes of a six-year-old, when it takes place in the middle of the day and kids are picked up on a bright red school bus, it is a school program. This desire to join her peers and fear of missing out on a “fun activity” is how RTRI programs hope to recruit more students.

RTRI programs actively use students to recruit their classmates. I have included a QR link on page 1 of your packet. This video shows the Lifewise director from Wauseon, Ohio, discussing his plans to increase enrollment. The director created Lifewise business cards for students to distribute to their friends and offered an ice cream party they reached an enrollment of 90 students. He admits to using ice cream as a bribe for enrollment. As one who grew up with the jingle of “what would you do for a Klondike Bar”, in grade school the answer was, quite a lot. Incentives like this worry me, as I imagine my daughter being pressured by peers to attend Lifewise to earn an ice cream party for the group—a program she could never attend because she comes from a different faith.

Now imagine the conversation my six year old daughter would have to have with her peers when explaining why she cannot attend. Peers may question her about her religion and her beliefs in God, potentially even telling her that her parents and her faith are wrong because that’s what is taught at Lifewise. Preparing a six-year-old for these conversations is challenging, and as her mother, I am often at a loss.

What happens to the students who do not attend? The expectation is schools are continuing with their classes and those who go to an RTRI program are missing out the content offered. Yet, in Ohio, some districts halt instruction when students are at Lifewise. In the Defiance school district, where most elementary students attend Lifewise, those left behind are sometimes called “Lifewise leftovers.” I have included in your handout on page 2 a flyer from a Defiance second-grade class, stating that non-attending students are sent to study hall. I have asked no other school regular have study hall for second grade. On page 3, a third-grade handout simply lists Lifewise as the specials class but doesn’t address what is being offered to non- attending students. Parents in this district feel their children’s education is diminished because of Lifewise. One parent remarked, “Education stops in Defiance when Lifewise is in session.”

Although Lifewise is the largest RTRI program in Ohio, it is not the only one. While Lifewise is a nonprofit, it is a business. This was underscored by Joel Penton at a Westerville school board meeting when he noted that “over a dozen” people were employed by Westerville Lifewise. Lifewise’s revenue is generated through donations, often solicited from students, their families, and the surrounding community.

As other RTRI programs grow, what will happen when these businesses compete for students and donations? What happens when our children are treated as customers? What will happen if religious cults like Xenos start recruiting high school and middle school students? School districts won’t be able to refuse any “religious group” without accusations of religious discrimination. There will be no safety net for districts if this bill passes.

A major safety concern is the lack of secure parental consent. In many districts, Lifewise provides schools with lists of enrolled students and permission slips, these permission slips are often signed at community events, but there is no proof that the permission actually comes from a custodial parent. A child could be signed up via the

Lifewise online portal with minimal information of birthday, grade, and teacher's name, and a response to a confirmation email. This could affect children in custody battles, or give abusers access to children by finding them at Lifewise or cases where a student may sign up themselves up independently.

If this law passes, who will ensure RTRI program compliance? This additional burden would fall to already overworked and understaffed school administrators.

One example is Lifewise Academy's own lack of assuming legal liability for students. Lifewise founder and CEO Joel Penton told the house primary and secondary education committee in June, "The law states all liability is on the sponsoring entity, so in our case, Lifewise Academy. The moment those students leave those doors, we have liability." This statement was false. In August, while our parent group was petitioning the Westerville school board to rescind the RTRI policy, we discovered that Lifewise requires all parents to sign a comprehensive liability waiver, transferring liability to parents. For years Lifewise was not compliant with local school board policy and the ORC. You can find this waiver on pages 4 and 5 of your packet. Lifewise's lack of compliance is just one example of the oversight needed to ensure student safety.

The Supreme Court ruling in *\*Zorach v. Clauson\** prohibits schools from promoting RTRI programs. However, in May of this year, Fredericktown Elementary's principal led Lifewise representatives around the school during the school day to recruit students. In one instance, a Lifewise representative told a student, who had disclosed they were Hindu, that they needed Jesus and should ask their parents to enroll them in Lifewise classes. A copy of this complaint and the school's response is on page 6 of your booklet. This is a clear violation of the Supreme Court ruling. Addressing such issues would require significant district resources and because of this the decision to manage RTRI programs should rest with local districts, not the state.

The Westerville school board rescinded the RTRI policy after hosting Lifewise for two years, citing non-compliance, safety concerns, and strain on staff resources. This decision aligns with a prior school board decision to discontinue a similar program a few years prior where social service assistants met with students during lunch and recess, as it was also deemed too disruptive for elementary students.

The Westerville board chose to keep the schools focused on academics, leaving religious education to parents outside school hours. I ask you to read Westerville school board president Kristy Myers opposition testimony on HB445.

In closing, A Jewish child should not have to defend their family and faith or feel different just because they cannot participate in a religious program at school. They should be allowed to simply be a child, focused on learning, not navigating religious divisions in the classroom

Thank you for your time.

QR code to access Wasseon Ohio Lifewise Director bribing students:



Rhamsii

Mrs. Batt/Mrs. Hange's  
2<sup>nd</sup> Grade Classroom  
Aug. 20, 2021

Dear Families,

The first three days of school went really fast! Please remember that all Lifewise forms need to be completed and turned in by Tuesday. If your child will not be attending Lifewise they will be in a study hall with Mrs. Troyer and Mr. Swartz. During study hall your child will be working on academic activities independently. These activities will be Reflex, reading, spelling, make up work, etc.

**HAPPY BIRTHDAY.....to Ashton (he celebrated it on 8-19)!**



**Water Bottles:**

The PTO bought each student water bottles this year. The water bottles are not expected to be available until after Aug. 30. If you are unable to provide a water bottle for your child, we will provide a cup for your child to drink out of during the school day.

**Snack:**

We have snack time in the morning each day. Please send in a snack in your child's backpack daily or weekly. For example, your child could bring in a box of granola bars, cereal bars, fish crackers, etc. that would last the entire week in case your child forgets to bring a daily snack.

**Looking ahead:**

**NO SCHOOL- LABOR DAY  
SEPTEMBER 6th**

**Homework:**

We will begin paper/pencil homework next week. To begin, it will be a half sheet of paper with both language arts and math. The half sheet shouldn't take more than 10 minutes approximately.

We ask that your child reads daily (at least 15 minutes.). Reading is fundamental and very important! After he/she has finished reading have a discussion with your child about what was read, ask open-ended questions, etc.

**Movies:**

On occasion, we will show a movie as a reward or special event. We typically show "G" rated movies, but on occasion may offer a school appropriate "PG" rated film. If you **DO NOT** want your child to watch "PG" films, please notify us in writing, otherwise permission is assumed.

## Special schedule

This year we will have 5 specials classes which means the specials will always happen on the same day of the week.

Monday- Physical Education

Tuesday- Art

Wednesday- Music

Thursday- Library/Computer

Friday- Lifewise

## Contact Info

Mrs. Robarge

Email

[erobarge@defianceschools.net](mailto:erobarge@defianceschools.net)

School phone

(419) 785-2260 x4146

Mrs. Ashbaugh (ELA)

Email

[kashbaugh@defianceschools.net](mailto:kashbaugh@defianceschools.net)

School phone

(419) 785-2260 x4147

## Important dates

Sept. 5 NO SCHOOL-Labor Day

Oct. 13-14 Parent-Teacher  
Conferences

Oct. 14-17 NO SCHOOL-  
Teacher days

Oct. 21 End of 9 weeks

Nov. 23-25 NO SCHOOL-  
Thanksgiving

Dec. 22 Early dismissal 2:45

Dec. 22-Jan. 2 NO SCHOOL-  
Winter Break

Jan. 13 End of 9 weeks

Jan. 16 NO SCHOOL-MLK day

Feb. 17-20 NO SCHOOL-  
Teacher day/Presidents Day

Mar. 17 End of 9 weeks

Mar. 20-24 NO SCHOOL  
Spring Break

APRIL IS TESTING MONTH

\*Avoid vacations and  
morning appointments

Apr. 7 NO SCHOOL

Good Friday

May 29 NO SCHOOL

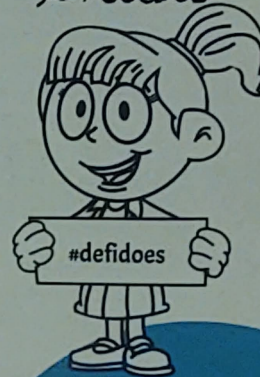
Memorial Day

May 31 Last day/2:45 dismissal

Welcome to

**T H I R D**

Grade



**MRS. ROBARGE**  
**2022-2023**  
**DES**  
**ROOM 312**



## RELEASE OF LIABILITY AND ASSUMPTION OF RISK

LifeWise Academy is a non-denominational, Bible-based released time religious instruction program with emphasis on character education which is administered and operated by LifeWise, Inc., an Ohio not-for-profit corporation organized and tax exempt under Section 501(c)(3) of the Internal Revenue Code ("LifeWise Academy"). I desire for my child to participate in LifeWise Academy's released time religious instruction program during school hours (the "Activity") at the designated program location for [Program Name] and other locations selected by LifeWise approved by me for field trips (the "Premises"). In consideration of the intangible value that I will gain by participating in the Activity and in recognition of the LifeWise Academy's reliance hereon, I agree to all the terms and conditions set forth in this agreement (this "Release").

1. I am aware and understand that the Activity is a potentially dangerous activity and involves the risk of serious injury, disability, death, and/or property damage. I am also aware of the risk of serious injury, disability, death, related to transportation on LifeWise Academy vehicles to and from the Premises. I am also aware of the highly contagious nature of bacterial and viral diseases, including but not limited to COVID-19, hand, foot, and mouth, RSV, and measles (collectively, the "Diseases") and the risk that my child may be exposed to or contract the Diseases by being on the Premises and engaging in the Activity, which may result in illness, personal or psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of LifeWise Academy employees, volunteers, or others, including negligent emergency response or rescue operations of LifeWise Academy. I understand my child's participation in the Activity and that being on the Premises and engaging in the Activity may increase his or her risk of contracting the Diseases.

2. I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS POTENTIALLY DANGEROUS AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT MY CHILD SUSTAINS MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF LIFEWISE ACADEMY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF LIFEWISE ACADEMY. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT MY CHILD IS KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM THE ACTIVITY, WHETHER CAUSED BY OR THAT MAY RESULT FROM THE NEGLIGENCE OF LIFEWISE ACADEMY OR ANY OTHER PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.

3. I hereby expressly waive and release any and all claims, now known or hereafter known, against LifeWise Academy and its officers, directors, manager(s), employees, volunteers, agents, landlords, licensors, affiliates, successors, and assigns (collectively, "Releasees") on account of personal or psychological injury, illness, pain, suffering, temporary or permanent disability, death, property damage, or financial loss arising out of or attributable to my child being on the Premises or participating in the Activity, whether arising out of the ordinary negligence of the LifeWise Academy or any Releasees or otherwise. I covenant not to make or bring any such claim against LifeWise Academy or any other Releasee, and forever release and discharge LifeWise Academy and all other Releasees from liability under such claims. This waiver and release does not extend to claims for willful and wanton misconduct, or any other liabilities that Ohio law does not permit to be released by agreement.

4. I hereby consent for my child to receive medical treatment deemed necessary if my child is injured or requires medical attention during his or her participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless LifeWise Academy from any claim based on such treatment or other medical services.

5. This Release constitutes the sole and entire agreement of LifeWise Academy and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of LifeWise Academy and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Delaware County, Ohio and I hereby consent to the exclusive jurisdiction of such courts.



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1. **"I give my permission to participate in the Activity. I understand accidents can happen when doing fun activities and accept the risks. I agree that my child will come to the Activity healthy."** I am aware and understand that the Activity is a potentially dangerous activity and involves the risk of serious injury, disability, death, and/or property damage. I am also aware of the risk of serious injury, disability, death, related to transportation on LifeWise Academy vehicles to and from the Premises. I am also aware of the highly contagious nature of bacterial and viral diseases, including but not limited to COVID-19, hand, foot, and mouth, RSV, and measles (collectively, the "Diseases") and the risk that my child may be exposed to or contract the Diseases by being on the Premises and engaging in the Activity, which may result in illness, personal or psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of LifeWise Academy employees, volunteers, or others, including negligent emergency response or rescue operations of LifeWise Academy. I understand my child's participation in the Activity and that being on the Premises and engaging in the Activity may increase his or her risk of contracting the Diseases. I acknowledge that any injuries that my child sustains may result from or be compounded by the actions, omissions, or negligence of Lifewise Academy, including negligent emergency response or rescue operations of Lifewise Academy. notwithstanding the risk, I acknowledge that my child is knowingly and voluntarily participating in the activity with an express understanding of the danger involved and hereby agree to accept and assume any and all risks of injury, disability, death, and/or property damage arising from the activity, whether caused by or that may result from the negligence of Lifewise Academy or any other participant to the fullest extent permitted by law.

2. **"I agree not to sue LifeWise."** I hereby expressly waive and release any and all claims, now known or hereafter known, against LifeWise Academy and its officers, directors, manager(s), employees, volunteers, agents, landlords, licensors, affiliates, successors, and assigns (collectively, "Releasees") on account of personal or psychological injury, illness, pain, suffering, temporary or permanent disability, death, property damage, or financial loss arising out of or attributable to my child being on the Premises or participating in the Activity, whether arising out of the ordinary negligence of the LifeWise Academy or any Releasees or otherwise. I covenant not to make or bring any such claim against LifeWise Academy or any other Releasee, and forever release and discharge LifeWise Academy and all other Releasees from liability under such claims. This waiver and release does not extend to claims for willful and wanton misconduct, or any other liabilities that Ohio law does not permit to be released by agreement.

3. **"I give permission for my child to receive emergency medical treatment."** I hereby consent for my child to receive medical treatment deemed necessary if my child is injured or requires medical attention during his or her participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless LifeWise Academy from any claim based on such treatment or other medical services.

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## FFRF stops LifeWise from recruiting in Ohio school (May 2024)

 [ffrf.org/legal/other-legal-successes/ffrf-stops-lifewise-from-recruiting-in-ohio-school-may-2024/](https://ffrf.org/legal/other-legal-successes/ffrf-stops-lifewise-from-recruiting-in-ohio-school-may-2024/)

May 20, 2024

# FREEDOM FROM RELIGION *foundation*

FFRF has made sure students in Fredericktown, Ohio, will not be pressured to participate in an evangelical release time bible study program.

A concerned district community member informed FFRF that schools within the district had been promoting and encouraging students to attend LifeWise Academy's release time bible study classes.

FFRF was informed that schools in Fredericktown Local School District allowed representatives of LifeWise to come into the schools last fall to promote LifeWise and recruit students. In one instance, Fredericktown Elementary School's principal, Matthew Caputo, led LifeWise's representatives around the school during the school day and allowed representatives to recruit elementary school students to attend LifeWise's bible classes.

Additionally, when a student informed one of LifeWise's representatives that they are Hindu, the representative responded by telling the student that they needed Jesus and to ask their parents to come to LifeWise's classes. Reportedly, LifeWise's representatives pressure students to ask their parents for permission to attend these classes.

FFRF Anne Nicol Gaylor Legal Fellow Sammi Lawrence wrote to the district and demanded that it ensure its schools cease illegally promoting and encouraging student attendance at this evangelical Christian bible study class.

After months of silence, FFRF received an email from District Superintendent Gary Chapman.

“The district promptly investigated the allegations detailed by FFRF in your letter dated Oct. 25, 2023. Following the investigation, we reminded administrators to refrain from actions that could be viewed as promoting or discouraging participation in any religious release time program,” Chapman wrote. “In addition, the district reaffirmed its policies with the local LifeWise officials, including the prohibition of soliciting student participation during school hours or at school-sponsored events.”

