



LAW OFFICES OF YOUNG, MINNEY & CORR, LLP

SACRAMENTO ■ LOS ANGELES ■ SAN DIEGO

Yoga in Public Schools - Simply Stretching or Stretching Beyond the Wall of Church and State?

The San Diego County Superior Court recently addressed the issue of yoga in public schools. The Court held that yoga generally is a “religious activity,” but teaching yoga to students as part of a school’s health and wellness program does not violate the tenets of the Free Exercise and Establishment clauses found in the Federal Constitution. (See *Sedlock v. Timothy Baird Superintendent, Case No. 37-2013-00035910-CU-MC-CTL*.)

In *Sedlock*, parents of children attending schools within the Encinitas Union School District (“District”) claimed that the District’s yoga classes subjected their children to the religious teachings of Hindu deities in violation of the Establishment and Free Exercise Clauses of the First Amendment. The District is one of the first in the country to have full-time yoga teachers at each of its nine (9) schools. The lessons are funded by a grant from a non-profit organization and yoga is offered as a component of the District’s Physical Education (Health and Wellness) program.

Although the Court found that yoga was a religious practice, the Court held that the way the District taught yoga to its students did not involve the “religious” aspects associated with yoga. Specifically, the Court emphasized that the District stripped the classes of all cultural references, including the Sanskrit language, as evidenced by the District renaming the “lotus” position as the “crisscross applesauce” pose. Further, in applying long-standing case law, the Court found that the District’s intention in teaching yoga was to teach students about health and welfare not the religious aspects of yoga. The Court opined that, “yoga is a distinctly American cultural phenomenon and a reasonable student would not objectively perceive that Encinitas Unified School District yoga advances or promotes religion.”

The Court found in favor of the District and allowed it to continue teaching yoga to its students. It is unknown if this case will be appealed. Thus, it carries no precedential value beyond the parties.

Please be advised that such Establishment Clause and Free Exercise cases can be extremely complex and any charter school considering offering such courses or similar courses should first complete a comprehensive legal review of all aspects of the offering.

If you should have any questions regarding this update, please contact James Young (jyoung@mycharterlaw.com) or Megan Moore (mmoore@mycharterlaw.com) via email or at (916) 646-1400. Or find us on the web at: www.mycharterlaw.com.

Young, Minney & Corr LLP’s Legal Alerts provide general information about events of current legal importance; they do not constitute legal advice. As the information contained here is necessarily general, its application to a particular set of facts and circumstances may vary. We do not recommend that you act on this information without consulting legal counsel.