



September 30, 2025

Marvin Brown, Principal
Redondo Union High School
One Sea Hawk Way
Redondo Beach, California 90277

Sent via U.S. Mail and Electronic Mail (mbrown@rbusd.org)

Dear Principal Brown:

The Foundation for Individual Rights and Expression (FIRE), a nonpartisan nonprofit that defends free speech, is concerned that Redondo Union High School's (RUHS) Student Athlete Social Media Agreement (SASMA) and Athlete Code of Conduct restrict constitutionally protected student speech. The policies' vague and overbroad provisions violate the First Amendment, which protects both on- and off-campus student speech that neither substantially disrupts the school environment nor infringes the rights of others. FIRE thus calls on RUHS to amend these policies to bring them within constitutional bounds.

Our concerns arise out of the extent to which RUHS requires student athletes to abide by the terms of the SASMA and the Athlete Code of Conduct, and their application to students in ways that highlight the policies' constitutional failings. In relevant part, the SASMA contains the following provisions:¹

I will post only positive things about my teammates, coaches, opponents and officials.

I will use social media to purposefully promote abilities, team, community, and social values.

I will ignore any negative comments about me and will not retaliate.

If I see a teammate post something potentially negative online, I will have a conversation with that teammate. If I do not feel comfortable doing so, I will talk to the team captain or a coach.

I am aware that I represent my sport(s), school, team family and community at all times, and will do so in a positive manner.

¹ See enclosed Redondo Union High School Student Athlete Social Media Agreement.

The Athlete Code of Conduct states:²

Conduct of an athlete is expected to be of a high standard at all times both on and off campus. Misconduct, which reflects unfavorably upon the team and school, will be cause for suspension (minimum 2 games) or removal from the team. This suspension will be above and beyond from any school discipline.

In the Spring 2025 semester, RUHS disciplined several students for comments they posted on the RUHS Swim Instagram account. In jest, they criticized a graphic depicting the swim schedule as difficult to read. The swim coach moderating the account deleted the posts and blocked the students' accounts, and in one case permanently suspended a student from the swim team citing the SAMS provisions.³

Some of the comments to the now-deleted post were:

yall using a whole photo editor meant for Instagram (left the watermark in)
thats user friendly, for it to come out that badly 🤔

its not even centered 🤔

i feel like im having a stroke trying to read this

my eyes hurtttt... theres so much going on

The school reversed the suspension after a parent intervened, but the SASMA and the Athlete Code of Conduct—and the constitutional concerns they raise—remain.⁴

I. The First Amendment Protects Student Speech

Public school students retain strong First Amendment rights.⁵ While school officials may restrict student speech in certain instances for limited purposes, they “do not possess absolute authority over their students.”⁶ “In the absence of a specific showing of constitutionally valid reasons to regulate their speech, students are entitled to freedom of expression of their views.”⁷

Specifically, school officials cannot restrict student speech at school absent evidence it “would materially and substantially disrupt the work and discipline of the school” or “inva[de] the

² See enclosed Redondo Union High School Athlete Code of Conduct.

³ The narrative in this letter reflects our understanding of the pertinent facts. We appreciate that you may have additional information to offer and invite you to share it with us. We do not represent any of the students but are writing independently as a free speech advocacy organization.

⁴ The RUHS Swim Instagram account no longer exists, however, and the coach who instituted the suspension is no longer with the team.

⁵ *Mahanoy Area Sch. Dist. v. B.L.*, 594 U.S. 180, 190 (2021); *Tinker v. Des Moines Indep. Cmty. Sch. Dist.*, 393 U.S. 503, 506 (1969).

⁶ *Tinker*, 393 U.S. at 511.

⁷ *Id.*

rights of others.”⁸ School officials cannot restrict student speech based on “undifferentiated fear or apprehension of disturbance.”⁹ Rather, they face a “demanding standard”¹⁰ not satisfied by just *any* disturbance, but only a *material and substantial* one.¹¹

School officials’ authority is further “diminished” for student speech off school grounds,¹² since: First, off-campus speech “normally fall[s] within the zone of parental, rather than school-related, responsibility.”¹³ Second, “courts must be more skeptical of a school’s efforts to regulate off-campus speech, for doing so may mean the student cannot engage in that kind of speech at all.”¹⁴ Third, schools retain a “strong interest” in protecting the “marketplace of ideas,” including unpopular ideas, “especially when the expression takes place off campus.”¹⁵

In *Mahanoy*, the seminal social-media student-speech case, the Supreme Court held the First Amendment protected a cheerleader’s Snapchat story posted off-campus outside school hours that said, “[f]uck school fuck softball fuck cheer fuck everything.”¹⁶ The Court held B.L.’s speech was protected criticism, noted it did not identify the school or “target any member of the school community with vulgar or abusive language,” and held the school’s authority to regulate it was further “diminished” because it occurred away from school grounds.¹⁷ There was no evidence of serious decline in team morale or cohesion to amount to substantial disruption, especially as the school imposed punishment of a one-year squad suspension out of concern B.L.’s speech could hypothetically negatively impact others, and not over “specific negative impact upon a particular member of the school community.”¹⁸ All the above principles apply here.

II. The Terms of the SASMA and the Athlete Code of Conduct are Unconstitutional

Given the constitutional protection accorded student speech, RUHS’s policies violate the First Amendment. Contrary to language in the SASMA and Athlete Code of Conduct stating that students represent the team at all times, even when speaking online and off-campus, the law

⁸ *Id.* at 513.

⁹ *Id.* at 508. Since *Tinker*, the Court has recognized only “three specific categories of student speech that schools may regulate in certain circumstances.” *Mahanoy*, 594 U.S. at 187. None of those exceptions—lewd speech during a school assembly, speech promoting illegal drug use, and speech others may reasonably perceive as bearing the imprimatur of the school—apply here.

¹⁰ *Mahanoy*, 594 U.S. at 193.

¹¹ See *Cl. G v. Siegfried*, 38 F.4th 1270, 1279 (10th Cir. 2022).

¹² *Mahanoy*, 594 U.S. at 190–91.

¹³ *Mahanoy*, 594 U.S. at 189–91.

¹⁴ *Id.* at 189–190.

¹⁵ *Id.* at 190.

¹⁶ *Id.*

¹⁷ *Mahanoy*, 594 U.S. at 190–192. The Court noted only several limited categories of off-campus speech that may call for regulation. Some examples are “serious or severe bullying or harassment targeting particular individuals; threats aimed at teachers or other students; the failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities; and breaches of school security devices, including material maintained within school computers.” *Id.* at 188. None of which apply in the present matter.

¹⁸ *Id.* at 193.

presumes students *do not* represent the school when speaking off-campus on social media.¹⁹ While schools certainly have a valid interest in maintaining team morale and the authority to discipline actual misconduct, *Tinker* and *Mahanoy* make clear protected speech cannot serve as a basis for punishable misconduct. Student athletes do not lose their First Amendment right to speak in their personal capacities, especially off-campus, as long as their speech does not substantially disrupt school or team operations or invade the rights of others.

The SASMA and Athlete Code of Conduct also use undefined terms that are unconstitutionally vague, such as “social values” and “retaliate,” insofar as they fail to provide persons of ordinary intelligence reasonable notice of what speech is prohibited and afford school officials too much discretion to decide what speech is allowed.²⁰ Is any response to criticism *per se* “retalia[tion]?” If a social media comment accuses a student of cheating or taking performance enhancing drugs, is it “retaliation” for the student to defend their integrity or criticize the accuser? Is a student opining it is unfair for transgender female athletes to compete with biological females in conflict with the school’s “social values?” There is no clear answer—and that means the policies fail to “provide explicit standards for those who apply them” to prevent “arbitrary and discriminatory enforcement.”²¹

Moreover, the policies are overbroad because they prohibit “a substantial amount of protected speech ... not only in an absolute sense, but also relative to [their] plainly legitimate sweep.”²² The undefined terms reach a potentially vast amount of protected, non-disruptive speech, including the examples above. If any provisions are meant to be aspirational rather than an enforceable speech code, RUHS must make that explicit.

III. The First Amendment Protects the Comments in Question

The First Amendment protects the above-quoted comments on RUHS’s Swim Instagram. As a preliminary matter, there is no evidence the comments did or were likely to substantially disrupt school or team activities. And they notably neither used vulgarity nor condemned school programs—as did the student’s post in *Mahanoy* that nevertheless received First Amendment protection. Thus, the RUHS swimmers’ impersonal, lighthearted criticism of a graphic cannot constitutionally serve as grounds for discipline.

This conclusion is reinforced by a recent decision of the U.S. Court of Appeals for the Tenth Circuit that held a public school violated the First Amendment when it disciplined a student for a Snapchat post of him and his friends wearing World War II attire in a thrift store, with the caption, “Me and the boys bout [sic] to exterminate the Jews.”²³ Four emails from parents, an

¹⁹ *Id.* at 189 (off-campus speech “will normally fall within the zone of parental, rather than school-related, responsibility” because schools will “rarely stand *in loco parentis*”).

²⁰ *Grayned v. City of Rockford*, 408 U.S. 104, 108–09 (1972).

²¹ *Id.* at 108.

²² *United States v. Williams*, 553 U.S. 285, 292 (2008). The overbreadth doctrine “is predicated on the danger that an overly broad statute, if left in place, may cause persons whose expression is constitutionally protected to refrain from exercising their rights for fear” of violating the law. *Massachusetts v. Oakes*, 491 U.S. 576, 581 (1989).

²³ *Cl.G.*, 38 F.4th 1270.

in-school discussion, and news reports about the post did not satisfy “*Tinker’s* demanding standard.”²⁴ FIRE also recently secured a settlement with Chappaqua Central School District after suing them on behalf of an LGBTQ+ student suspended for violating the district’s “hate speech” policy for using violent imagery and “faggot” and “twink” in a rap song recorded in his friend’s home after school.²⁵ The First Amendment protects speech far more provocative than the benign Instagram comments here.

Additionally, imposing punishment, deleting comments, and/or blocking accounts over mocking or critical student comments on the RUHS Swim Instagram is unconstitutional viewpoint discrimination. When a public entity like a school allows comments on its social media posts, it creates, at minimum, a limited public forum where First Amendment protections apply.²⁶ That includes any attempt by the school to “discriminate against speech on the basis of viewpoint,”²⁷ which is an “egregious” form of censorship²⁸ impermissible in *any* forum.²⁹ Although the page no longer exists, RUHS must not block users or delete comments from its other social media accounts on the basis of viewpoint.

IV. Conclusion

While we applaud RUHS for reversing the student’s swim team suspension, RUHS should revise its unconstitutional student speech policies to prevent future censorship. FIRE would be happy to assist in this endeavor free of charge. We respectfully request a substantive response to this letter no later than October 14, 2025.

Sincerely,



Stephanie Jablonsky, Esq.
Senior Program Officer, Public Advocacy

Encl.

²⁴ *Id.* at 1279.

²⁵ See *VICTORY: New York high school to strengthen First Amendment protections following FIRE lawsuit*, FIRE (June 25, 2025), <https://www.thefire.org/news/victory-new-york-high-school-strengthen-first-amendment-protections-following-fire-lawsuit>.

²⁶ See, e.g., *Lindke v. Freed*, 601 U.S. 187 (2024). Although the parties in *Lindke* disputed whether an official’s mixed use of a social media account for personal and government business meant he engaged in state action when deleting comments or blocking users, the Court noted that in cases where, as here, an account belongs to a government entity (e.g., a “City of Port Huron” Facebook page), state action is clear. *Id.* at 202.

²⁷ *Good News Club v. Milford Cent. Sch.*, 533 U.S. 98, 106 (2001) (quoting *Cornelius v. NAACP Legal Def. & Ed. Fund., Inc.*, 473 U.S. 788, 806 (1985)).

²⁸ *Rosenberger v. Rector & Visitors of Univ. of Virginia*, 515 U.S. 819, 829 (1995).

²⁹ *Pleasant Grove City v. Summum*, 555 U.S. 460, 469–70 (2009); *Garnier v. O’Connor-Ratcliff*, 41 F.4th 1158, 1177–79 (9th Cir. 2022), *vacated on other grounds sub nom. O’Connor-Ratcliff v. Garnier*, 601 U.S. 205 (2024) (interactive features of government social media account, where public can comment on posts, create public forum where viewpoint discrimination is impermissible).



STUDENT ATHLETE SOCIAL MEDIA AGREEMENT

Social media can be a useful tool to communicate with teammates, fans, friends, coaches and others. Social media can also be dangerous, if you are not careful. Every picture, link, quote, tweet, status, or post that you or your friends put online is forever part of your digital footprint. You never know when that will come back to hurt or help your reputation during the recruiting process, a new job, or other important areas of your life. This is true even when a post or conversation has private settings.

Recognizing the above:

I take responsibility for my online profile, including my posts and any photos, videos or other recordings posted by others in which I appear.

I will not degrade my opponents before, during, or after games.

I will post only positive things about my teammates, coaches, opponents and officials.

I will use social media to purposefully promote abilities, team, community, and social values.

I will consider "is this the me I want you to see?" before I post anything online.

I will ignore any negative comments about me and will not retaliate.

If I see a teammate post something potentially negative online, I will have a conversation with that teammate. If I do not feel comfortable doing so, I will talk to the team captain or a coach.

I am aware that I represent my sport(s), school, team family and community at all times, and will do so in a positive manner.

Any violation of the social media agreement will be referred back to the athlete code of conduct where it reads:

"Conduct of an athlete is expected to be of a high standard at all times both on and off campus. Misconduct, which reflects unfavorably upon the team and school, will be cause for suspension (minimum 2 games) or removal from the team. This suspension will be above and beyond from any school discipline".



REDONDO BEACH UNIFIED SCHOOL DISTRICT
REDONDO UNION HIGH SCHOOL
STUDENT ATHLETE CONTRACT

As a STUDENT ATHLETE, I understand and agree to accept and obey the following rules and procedures set forth by the RUHS Athletic Department.

- Complete the athletic packet, which contains the Athletic/Activity Report, physical exam information, CIF Eligibility rules, Athlete's Code of Ethics, Athletic Contract, Agreement regarding Student Athlete Usage of Steroids, Athletic Programs Release of Liability, Athletic Indemnity Agreement, and Transportation Contribution Form
- The Athletic Clearance must be completed and returned to the Athletics Office **by each DUE DATE**
- Athlete accepts responsibility for all equipment checked out, and promises to return same in good condition and in a timely manner. Any equipment not returned or damaged outside of the normal wear and tear will result in a fine to the student's account
- Athlete must maintain good citizenship and attendance in all classes. Discipline can be given for any attendance violation
- Athletic physical education is a class taken for credit. Students must be in class on time and dressed in appropriate attire. Excessive tardiness or absences will be cause for removal from the class. Athletic PE can meet zero, fifth or sixth period each semester.
- At the conclusion of the sport/season, athletes are to continue with the athletic program until further conversation. If dropped from the team for any reason, the student is to report to his/her school counselor the following day for instructions. **Under no circumstances** is the student athlete to leave campus prior to the end of day without an off-grounds permit
- Forgery of any form will result in disciplinary action by an assistant principal
- Conduct of a student athlete is expected to be of a high standard at all times both on and off campus. Misconduct, which reflects unfavorably upon the team and school, will be cause for suspension (minimum 2 games) or removal from the team. This suspension will be separate of any school discipline
- Fighting during an athletic or school event will result in suspension from the team and/or school. Any unsportsmanlike conduct are not tolerated by Redondo or CIF
- Student Athlete participants **must** attend school classes on the day of contest; otherwise they will be pulled from contest