

**BALL STATE UNIVERSITY
OFFICE OF CHARTER SCHOOLS'
POLICY REGARDING
AN ORGANIZER LEASING SPACE FROM A RELIGIOUS ORGANIZATION**

July 3, 2008

A. INTRODUCTION

The Ball State University Office of Charter Schools (“OCS”) does not prohibit an Organizer from leasing space from a religious organization for the purpose of providing a physical location for the Organizer’s charter school. However, I.C. 20-24-1-4 requires that all charter schools be nonsectarian and nonreligious; accordingly, an Organizer leasing space from a religious organization for its charter school must adhere to the provisions and requirements of this policy unless a written waiver is granted by OCS as to specific provisions upon request by the Organizer.

B. CHARTER SCHOOL ENTRANCE, SIGNAGE AND PARKING

In the event the physical location for the charter school is physically connected to the physical location for the religious organization, the principal entrance to the charter school must be separate and clearly distinguishable from the principal entrance of the religious organization unless the physical layout of the facility prevents such separate entrances in which case OCS will work with the Organizer in an attempt to find a solution which must be acceptable to OCS. In this regard, the physical space actually leased and occupied by the charter school must be separate and distinct from the physical space regularly occupied by the religious organization. The charter school shall also have clearly visible signage separate from the religious organization’s signage which expresses that the charter school is not organized by, or affiliated with, any religious organization.

C. ORGANIZER GOVERNANCE AND CONFLICTS OF INTEREST

In order to avoid conflicts of interest, no member of the Organizer’s governing board shall contemporaneously be a member of the religious organization’s governing board from which the Organizer is leasing space. Additionally, pastors, ministers, priests, rabbis or worship leaders in the religious organization leasing the space shall not be eligible to serve as members of the Organizer’s governing board except in an ex officio not voting capacity, or as administrators of the charter school.

D. AVOIDANCE OF IMPROPER ENTANGLEMENTS WITH RELIGIOUS ORGANIZATION

In order to avoid improper entanglements between the Organizer’s charter school and the religious organization, the Organizer shall not have any organizational ties or affiliations with any religious organization other than the written lease agreement between the two entities, and the Organizer may not conduct the charter school’s educational or extracurricular program in a manner which promotes or endorses any religion or any religious tenets or philosophies. As it concerns the religious organization from which the Organizer is leasing space for its charter school, this means that the

charter school may not share administrative, management or faculty employees, programming, textbooks, supplies or services (e.g. educational, transportation, custodial, food services) unless such practice is specifically authorized in writing by the Director of OCS. A ministerial employee, such as a custodial, maintenance, or landscape employee, may simultaneously work for both the religious entity and the Organizer provided that the employee is employed and compensated separately by each entity.

E. NO VISIBLE OR RELIGIOUS SYMBOLISM OR AUDIBLE RELIGIOUS MESSAGES

There shall not be any visible or audible religious symbols, messages, icons, pictures, books or statues in the area occupied by the charter school. Likewise, if there are common areas of the physical space which are maintained by the religious organization and occupied on a periodic basis by charter school students or personnel, there shall not be any visible or audible religious symbols, messages, icons, pictures, books or statues in the common area when such is occupied by charter school students.

F. NO RELIGIOUS OR WORSHIP SERVICES DURING CHARTER SCHOOL HOURS OR CHARTER SCHOOL FUNCTIONS

The religious organization from whom the Organizer is leasing space shall agree in the lease provisions not to conduct regularly scheduled religious or worship services during specified hours of charter school operation or other charter school functions including without limitation, open houses, parent teacher conferences, or extracurricular charter school events. This provision shall not apply to periodic religious services or observances such as funerals or memorials.

G. PUBLIC NOTICE

Any Organizer which leases space from a religious organization shall take out an advertisement in a local newspaper of general circulation at least thirty (30) days prior to the initial commencement of school operations. This initial advertisement shall include public notice that the Organizer's charter school is nonsectarian and nonreligious. This advertisement can otherwise contain information promoting the charter school to the local community. Its dimensions shall not be less than four (4) inches by six (6) inches.

H. LEASE AGREEMENT AND COMPLIANCE WITH FEDERAL, STATE AND LOCAL REQUIREMENTS REGARDING OCCUPANCY OF A PUBLIC CHARTER SCHOOL

The Organizer must provide a copy of its lease agreement with its proposal to organize a charter school. The lease agreement may not contain any terms contrary to this policy, or otherwise contrary to federal, state or local law. Moreover, the Organizer must ensure that the physical location for the charter school complies with all federal, state and local requirements regarding occupancy of a public charter school.