



FACILITY CHECKLIST FOR USE OF RELIGIOUS FACILITIES

Instructions:

The following checklist is intended for use in reviewing the operation of a charter school which is situated in or around a church or other religious facility. If all of the statements below may be confirmed, the site may be certified for use. However, if any of the statements cannot be confirmed, a further analysis will need to be completed to determine if there are constitutional problems, and what remedial measures must be taken to ensure compliance with constitutional requirements. Following each statement to be confirmed, the examples that are provided herein are illustrative only and are not intended as an exhaustive list of potential facts or situations which may arise.

<p>1. There are appropriate signs outside and inside the facility which clearly distinguish the charter school as a separate entity from the religious facility.</p> <p><i>Guidance Tip:</i> <i>Outside of any facility shared by a school and a religious institution, a sign should be located in a prominent place at or near the entrance to the facility which indicates the charter school is located on the site or in the religious facility. For example, if a school were to be located on the second floor of a religious facility, the following language could be utilized: “The XYZ Charter School, a public school, is located on the second floor of this facility.”</i></p> <p><i>Upon entering the facility, a directional sign or signs should be clearly displayed indicating the entrance to the school.</i></p>	<p>“ yes</p>	<p>“ no</p>
<p>If no, explain:</p>		



<p>2. The lease of the area of the facility used by the charter school primarily for the delivery of instruction to which pupils have regular access does not contain religious symbols, posted religious messages, pictures, books or writings which indicate a preference for religious beliefs.</p> <p><i>Guidance Tip:</i> <i>Statues of Jesus, the Virgin Mary, or like religious symbols, a crucifix, religious or biblical references, pictures or writings should not be publicly displayed in areas frequented by students. If such items do appear, they should be covered up or removed during regular school hours.</i></p>	<p>“ yes</p>	<p>“ no</p>
<p>If no, explain:</p>		

<p>3. The School’s space is not being utilized by the religious facility or its employees during the school day for any purpose.</p> <p><i>Guidance Tip:</i> <i>Space used for instructional or operational purposes (i.e., the school office, counseling office, etc.) should not be physically shared by the school and representatives of the religious facility during school hours. Pupils and parents should be capable of transacting with school employees without being required to address church personnel within the facility.</i></p>	<p>“ yes</p>	<p>“ no</p>
<p>If no, explain:</p>		



<p>4. During the school day, there are no visible or audible religious activities ongoing at the facility that convey a message of endorsement by the school of any religion.</p> <p><i>Guidance Tip:</i> <i>If religious activities are ongoing at the site during school hours, these activities must be distinguishable from those of the school. For example, a Bible study could not be concurrently held in the same classroom where regular instruction occurs. Additionally, if a pastor’s sermon could be overheard in a classroom or over a loudspeaker in classrooms during the school day, modifications of the space would need to occur.</i></p>	<p>“ yes</p>	<p>“ no</p>
<p>If no, explain:</p>		
<p>5. The presence of employees of the religious facility at the School during the School day does not interfere with the School’s operation and does not convey a message of endorsement of religion.</p> <p><i>Guidance Tip:</i> <i>If employees, volunteers, or clergy of the religious institution are required to access school space during the school day, such access should be minimal and non-disruptive to the school activities.</i></p>	<p>“ yes</p>	<p>“ no</p>
<p>If no, explain:</p>		



<p>6. The lease/operation agreement does not contain conditions upon which the religious institution may exercise control over the school operations or its curriculum.</p> <p><i>Guidance Tip:</i> <i>The lease should reflect an arms length landlord tenant-relationship wherein the religious institution exercises no control over what is taught and generally how the school's program is operated.</i></p>	<p>“ yes</p>	<p>“ no</p>
<p>If no, explain:</p>		

DATED: _____ Reviewed By _____

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