

## Church school is ordered off Miramar campus

[1,2,5,6,3,4 Edition]

The San Diego Union - San Diego, Calif.

Author: Michael Scott-Blair

Date: Nov 15, 1986

Start Page: B.3.1.2

Section: LOCAL

Text Word Count: 770

### Document Text

Head Varies | Caption Varies

The Mira Mesa Christian School has been ordered to remove its classroom trailers from the Miramar Community College campus. As a result, efforts to open a school for 85 children on the campus are on hold as the county counsel and the school officers differ over legal interpretations.

The college district, which originally offered a contract to the school, has now withdrawn that offer and said that the site proposed for the school must go out to public bid.

The school is also facing a legal challenge from the American Civil Liberties Union, which says that even if the site goes to bid, a church school on the college campus would violate state and federal laws separating church and state.

The small school, operated by the Chapel of the Rock Pentecostal Church, ran into problems recently when faculty, students and administrators of Miramar College challenged a move by the college district Board of Trustees to lease it unused land on the Miramar campus for \$1,250 a month, and the ACLU took up the suit.

Plaintiffs in the ACLU suit, now numbering 40, argue that the presence of the school on their campus suggests the college supporting a particular religious group, contrary to law.

College district Chancellor Garland Peed, who originally proposed the lease agreement, said yesterday he is withdrawing the offer because the school changed the terms under which it wanted to use the campus grounds. The original lease, Peed said, was for a school that although religiously affiliated would only teach regular courses, not religion or religious subjects.

While he was on vacation, Peed said, school administrator Rev. Ron Shires made it clear to the trustees that religion and religious teaching would be prominent in the school's teaching method.

Peed has also told the school to move its two trailers off the Miramar site and pay \$1,000 for having stored them there since August.

Shires said yesterday that while there clearly has been a misunderstanding, he never changed his description of the type of classes and teaching that would be offered at the school, and he still wants to use the Miramar site.

"We were operating under the state education code provisions for religious teachings on public lands, but the county counsel and I differ over the meaning of the word 'temporary' in that code," Shires said.

The code says such a site can be used for religious purposes temporarily, for not longer than five years. Shires said he

interprets that to mean the school could use the site throughout the week for five years, but county counsel argues that it means the site can only be used for two or three hours each week.

In the meantime, Shires is seeking alternative premises for the school, which is now split between two sites: one that must be vacated in late January and another that will be lost in March. He said he will move the two portable classrooms, but hopes to renegotiate Miramar's \$1,000 rental fee downward.

Peed said county counsel advised him that while the education code permits religious schools on college property if religion is not taught, any surplus public premises that might be used for religious purposes must first be offered to other groups in a public bid. Such a proposal is now being prepared and will go to the trustees for consideration next month, he said.

ACLU attorney Michael L. Crowley said that Peed's alternative offer still violates the state and U.S. constitutions. "Both constitutions separate church and state, period. They don't say such a thing is illegal if it doesn't go out to bid, and legal if it does," he said.

Shires said of the ACLU suit, "Maybe it was a slow day at the ACLU, because I really don't think this challenge is worth their time."

Peed argues that Hale Junior High School is rented to a religious group by the city school district and his offer to the Mira Mesa Christian School is no different. Crowley responded that Hale Junior is an empty building and there is no suggestion that school personnel are advocating the religion of the church group now using it.

"At Miramar," he said, "there has already been so much confusion that people have called the college to inquire about the school, and called the school to inquire about the college."

Peed argues that the school can function on the college site without appearing to be entangled with the college. "We will have church on Sunday and school on Monday, and then continue living one day at a time," he said.

Credit: Staff Writer

Reproduced with permission of the copyright owner. Further reproduction or distribution is prohibited without permission.

#### **Abstract** (Document Summary)

College district Chancellor Garland Peed, who originally proposed the lease agreement, said yesterday he is withdrawing the offer because the school changed the terms under which it wanted to use the campus grounds. The original lease, Peed said, was for a school that although religiously affiliated would only teach regular courses, not religion or religious subjects.

While he was on vacation, Peed said, school administrator Rev. Ron Shires made it clear to the trustees that religion and religious teaching would be prominent in the school's teaching method.

Peed argues that Hale Junior High School is rented to a religious group by the city school district and his offer to the Mira Mesa Christian School is no different. [Michael L. Crowley] responded that Hale Junior is an empty building and there is no suggestion that school personnel are advocating the religion of the church group now using it.

Reproduced with permission of the copyright owner. Further reproduction or distribution is prohibited without permission.