

SENATE COMMITTEE OF REFERENCE REPORT

Chairman of Committee

February 8, 2012
Date

Committee on Education.

After consideration on the merits, the Committee recommends the following:

SB12-061 be amended as follows, and as so amended, be referred to the Committee of the Whole with favorable recommendation:

1 Amend printed bill, page 4, line 12, strike "WHICH INVOLVEMENT" and
2 substitute "THAT".

3 Page 6, strike lines 12 through 14 and substitute:

4 "(s) IF THE PROPOSED CHARTER SCHOOL INTENDS TO CONTRACT
5 WITH AN EDUCATION MANAGEMENT PROVIDER:

6 (I) A SUMMARY OF THE PERFORMANCE DATA FOR ALL OF THE
7 SCHOOLS THE EDUCATION MANAGEMENT PROVIDER IS MANAGING AT THE
8 TIME OF THE APPLICATION OR HAS MANAGED PREVIOUSLY, INCLUDING
9 DOCUMENTATION OF ACADEMIC ACHIEVEMENT AND SCHOOL
10 MANAGEMENT SUCCESS;

11 (II) AN EXPLANATION OF AND EVIDENCE DEMONSTRATING THE
12 EDUCATION MANAGEMENT PROVIDER'S CAPACITY FOR SUCCESSFUL
13 EXPANSION WHILE MAINTAINING QUALITY IN THE SCHOOLS IT IS
14 MANAGING;

15 (III) AN EXPLANATION OF ANY EXISTING OR POTENTIAL CONFLICTS
16 OF INTEREST BETWEEN THE GOVERNING BOARD OF THE PROPOSED
17 CHARTER SCHOOL AND THE EDUCATION MANAGEMENT PROVIDER; AND

18 (IV) A COPY OF THE ACTUAL OR PROPOSED PERFORMANCE
19 CONTRACT BETWEEN THE GOVERNING BOARD FOR THE PROPOSED CHARTER
20 SCHOOL AND THE EDUCATION MANAGEMENT PROVIDER THAT SPECIFIES, AT
21 A MINIMUM, THE FOLLOWING MATERIAL TERMS:

22 (A) PERFORMANCE EVALUATION MEASURES;

23 (B) THE METHODS OF CONTRACT OVERSIGHT AND ENFORCEMENT
24 THAT THE GOVERNING BOARD WILL APPLY;

1 (C) THE COMPENSATION STRUCTURE AND ALL FEES THAT THE
2 PROPOSED CHARTER SCHOOL WILL PAY TO THE EDUCATION MANAGEMENT
3 PROVIDER; AND

4 (D) THE CONDITIONS FOR CONTRACT RENEWAL AND
5 TERMINATION."

6 Page 7, strike lines 20 through 27 and substitute:

7 ~~"(c) If such board finds the charter school application is~~
8 ~~incomplete, the board shall request the necessary information from the~~
9 ~~charter applicant and give the charter applicant reasonable opportunity to~~
10 ~~provide additional information to the local board of education for review.~~
11 ~~The charter school application shall be reviewed by the district~~
12 ~~accountability committee prior to consideration by the local board of~~
13 ~~education.~~ WITHIN FIFTEEN DAYS AFTER RECEIVING A CHARTER SCHOOL
14 APPLICATION, THE SCHOOL DISTRICT SHALL DETERMINE WHETHER THE
15 APPLICATION SATISFIES THE REQUIREMENTS SPECIFIED IN SECTION
16 22-30.5-106 (1) AND IS THEREFORE COMPLETE. IF THE APPLICATION IS NOT
17 COMPLETE, THE SCHOOL DISTRICT SHALL NOTIFY THE CHARTER APPLICANT
18 WITHIN THE FIFTEEN-DAY PERIOD AND PROVIDE A LIST OF THE
19 INFORMATION REQUIRED TO COMPLETE THE CHARTER APPLICATION. THE
20 CHARTER APPLICANT HAS FIFTEEN DAYS AFTER THE DATE IT RECEIVES THE
21 NOTICE TO PROVIDE THE REQUIRED INFORMATION TO THE LOCAL BOARD OF
22 EDUCATION FOR REVIEW. THE LOCAL BOARD OF EDUCATION IS NOT
23 REQUIRED TO TAKE ACTION ON THE CHARTER APPLICATION IF THE
24 CHARTER APPLICANT DOES NOT PROVIDE THE REQUIRED INFORMATION
25 WITHIN THE FIFTEEN-DAY PERIOD. THE SCHOOL DISTRICT MAY REQUEST
26 ADDITIONAL INFORMATION DURING THE REVIEW PERIOD AND PROVIDE
27 REASONABLE TIME FOR THE CHARTER APPLICANT TO RESPOND. THE
28 SCHOOL DISTRICT MAY, BUT IS NOT REQUIRED TO, ACCEPT ANY
29 ADDITIONAL INFORMATION THE CHARTER APPLICANT PROVIDES THAT THE
30 SCHOOL DISTRICT DOES NOT REQUEST. THE DISTRICT ACCOUNTABILITY
31 COMMITTEE SHALL REVIEW THE COMPLETE CHARTER SCHOOL APPLICATION
32 AT LEAST FIFTEEN DAYS, IF POSSIBLE, BEFORE THE LOCAL BOARD OF
33 EDUCATION TAKES ACTION ON THE APPLICATION."

34 Page 8, strike lines 1 through 4.

35 Page 8, line 23, strike "FIVE" and substitute "FOUR".

36 Page 8, strike lines 26 and 27 and substitute:

1 "(b) DURING THE TERM OF A CHARTER, THE SCHOOL DISTRICT
2 SHALL ANNUALLY REVIEW THE CHARTER SCHOOL'S PERFORMANCE. AT A
3 MINIMUM, THE REVIEW INCLUDES THE CHARTER SCHOOL'S PROGRESS IN
4 MEETING THE OBJECTIVES IDENTIFIED IN THE PLAN THE CHARTER SCHOOL
5 IS REQUIRED TO IMPLEMENT PURSUANT TO SECTION 22-11-210 AND THE
6 RESULTS OF THE CHARTER SCHOOL'S MOST RECENT ANNUAL FINANCIAL
7 AUDIT. THE SCHOOL DISTRICT SHALL PROVIDE TO THE CHARTER SCHOOL
8 WRITTEN FEEDBACK FROM THE REVIEW AND SHALL INCLUDE THE RESULTS
9 OF THE CHARTER SCHOOL'S ANNUAL REVIEW IN THE BODY OF EVIDENCE
10 THAT THE LOCAL BOARD OF EDUCATION TAKES INTO ACCOUNT IN
11 DECIDING WHETHER TO RENEW OR REVOKE THE CHARTER AND THAT
12 SUPPORTS THE RENEGOTIATION OF THE CHARTER CONTRACT."

13 Page 9, strike lines 1 through 8.

14 Page 9, line 9, strike "LOCAL BOARD OF EDUCATION" and substitute
15 "SCHOOL DISTRICT".

16 Page 10, line 18, strike "reasonable" and substitute "reasonable
17 SIGNIFICANT".

18 Page 11, line 12, strike "FOURTH" and substitute "THIRD".

19 Page 11, line 17, strike "THIRTY" and substitute "FIFTEEN".

20 Page 11, line 18, strike "DECIDES" and substitute "WILL CONSIDER".

21 Page 11, line 19, strike "STAFF OF THE".

22 Page 12, strike lines 3 through 6 and substitute "PURSUANT TO SECTION
23 22-30.5-108.

24 (6) EACH SCHOOL DISTRICT SHALL ADOPT PROCEDURES FOR
25 CLOSING A CHARTER SCHOOL".

26 Page 12, line 8, strike "POLICY" and substitute "PROCEDURES".

27 Page 12, strike lines 9 through 12 and substitute:

28 "(a) WHEN PRACTICABLE AND IN THE BEST INTEREST OF THE
29 STUDENTS OF THE CHARTER SCHOOL, THE CHARTER SCHOOL CONTINUES TO
30 OPERATE THROUGH THE END OF THE SCHOOL YEAR. IF THE SCHOOL
31 DISTRICT DETERMINES IT IS NECESSARY TO CLOSE THE CHARTER SCHOOL

1 PRIOR TO THE END OF THE SCHOOL YEAR, THE SCHOOL DISTRICT SHALL
2 WORK WITH THE CHARTER SCHOOL TO DETERMINE AN EARLIER CLOSURE
3 DATE."

4 Page 12, strike lines 17 through 19 and substitute:

5 "(c) THE CHARTER SCHOOL MEETS ITS FINANCIAL, LEGAL, AND
6 REPORTING OBLIGATIONS DURING THE PERIOD THAT THE CHARTER SCHOOL
7 IS CONCLUDING OPERATIONS."

8 Page 14, line 10, strike "WHICH INVOLVEMENT" and substitute "THAT".

9 Page 16, strike lines 14 through 17 and substitute:

10 "(s) IF THE PROPOSED INSTITUTE CHARTER SCHOOL INTENDS TO
11 CONTRACT WITH AN EDUCATION MANAGEMENT PROVIDER:

12 (I) A SUMMARY OF THE PERFORMANCE DATA FOR ALL OF THE
13 SCHOOLS THE EDUCATION MANAGEMENT PROVIDER IS MANAGING AT THE
14 TIME OF THE APPLICATION OR HAS MANAGED PREVIOUSLY, INCLUDING
15 DOCUMENTATION OF ACADEMIC ACHIEVEMENT AND SCHOOL
16 MANAGEMENT SUCCESS;

17 (II) AN EXPLANATION OF AND EVIDENCE DEMONSTRATING THE
18 EDUCATION MANAGEMENT PROVIDER'S CAPACITY FOR SUCCESSFUL
19 EXPANSION WHILE MAINTAINING QUALITY IN THE SCHOOLS IT IS
20 MANAGING;

21 (III) AN EXPLANATION OF ANY EXISTING OR POTENTIAL CONFLICTS
22 OF INTEREST BETWEEN THE GOVERNING BOARD OF THE PROPOSED
23 INSTITUTE CHARTER SCHOOL AND THE EDUCATION MANAGEMENT
24 PROVIDER; AND

25 (IV) A COPY OF THE ACTUAL OR PROPOSED PERFORMANCE
26 CONTRACT BETWEEN THE GOVERNING BOARD FOR THE PROPOSED
27 INSTITUTE CHARTER SCHOOL AND THE EDUCATION MANAGEMENT
28 PROVIDER THAT SPECIFIES, AT A MINIMUM, THE FOLLOWING MATERIAL
29 TERMS:

30 (A) PERFORMANCE EVALUATION MEASURES;

31 (B) THE METHODS OF CONTRACT OVERSIGHT AND ENFORCEMENT
32 THAT THE GOVERNING BOARD WILL APPLY;

33 (C) THE COMPENSATION STRUCTURE AND ALL FEES THAT THE
34 PROPOSED INSTITUTE CHARTER SCHOOL WILL PAY TO THE EDUCATION
35 MANAGEMENT PROVIDER; AND

36 (D) THE CONDITIONS FOR CONTRACT RENEWAL AND
37 TERMINATION."

1 Page 17, strike lines 16 through 21 and substitute "certified letter. ~~If the~~
2 ~~institute finds the institute charter school application is incomplete, the~~
3 ~~institute shall request the necessary information from the applicant.~~
4 WITHIN FIFTEEN DAYS AFTER RECEIVING AN INSTITUTE CHARTER SCHOOL
5 APPLICATION, THE INSTITUTE SHALL DETERMINE WHETHER THE
6 APPLICATION SATISFIES THE REQUIREMENTS SPECIFIED IN SECTION
7 22-30.5-509 (1) AND IS THEREFORE COMPLETE. IF THE APPLICATION IS NOT
8 COMPLETE, THE INSTITUTE SHALL NOTIFY THE APPLICANT WITHIN THE
9 FIFTEEN-DAY PERIOD AND PROVIDE A LIST OF THE INFORMATION REQUIRED
10 TO COMPLETE THE INSTITUTE CHARTER APPLICATION. THE APPLICANT HAS
11 FIFTEEN DAYS AFTER THE DATE IT RECEIVES THE NOTICE TO PROVIDE THE
12 REQUIRED INFORMATION TO THE INSTITUTE FOR REVIEW. THE INSTITUTE
13 IS NOT REQUIRED TO TAKE ACTION ON THE INSTITUTE CHARTER
14 APPLICATION IF THE APPLICANT DOES NOT PROVIDE THE REQUIRED
15 INFORMATION WITHIN THE FIFTEEN-DAY PERIOD. THE INSTITUTE MAY
16 REQUEST ADDITIONAL INFORMATION DURING THE REVIEW PERIOD AND
17 PROVIDE REASONABLE TIME FOR THE APPLICANT TO RESPOND. THE
18 INSTITUTE MAY, BUT IS NOT REQUIRED TO, ACCEPT ANY ADDITIONAL
19 INFORMATION THE APPLICANT PROVIDES THAT THE INSTITUTE DOES NOT
20 REQUEST."

21 Page 18, line 10, strike "FOR A PERIOD OF five" and substitute "~~five~~ FOR
22 A PERIOD OF FOUR".

23 Page 18, strike lines 18 through 27 and substitute:

24 ~~"(2) An institute charter school shall submit an annual report to~~
25 ~~the institute on the institute charter school's progress in achieving the~~
26 ~~goals, objectives, pupil performance standards, content standards, targets~~
27 ~~for the measures used to determine the levels of attainment of the~~
28 ~~performance indicators, and other terms of the pending charter contract.~~
29 ~~The institute shall consider, during the review of a renewal application,~~
30 ~~the annual reports submitted by the institute charter school during the~~
31 ~~term of the pending charter contract. DURING THE TERM OF A CHARTER~~
32 ~~CONTRACT, THE INSTITUTE SHALL ANNUALLY REVIEW THE INSTITUTE~~
33 ~~CHARTER SCHOOL'S PERFORMANCE. AT A MINIMUM, THE REVIEW INCLUDES~~
34 ~~THE INSTITUTE CHARTER SCHOOL'S PROGRESS IN MEETING THE OBJECTIVES~~
35 ~~IDENTIFIED IN THE PLAN THE INSTITUTE CHARTER SCHOOL IS REQUIRED TO~~
36 ~~IMPLEMENT PURSUANT TO SECTION 22-11-210 AND THE RESULTS OF THE~~
37 ~~INSTITUTE CHARTER SCHOOL'S MOST RECENT ANNUAL FINANCIAL AUDIT.~~
38 ~~THE INSTITUTE SHALL PROVIDE TO THE INSTITUTE CHARTER SCHOOL~~
39 ~~WRITTEN FEEDBACK FROM THE REVIEW AND SHALL INCLUDE THE RESULTS~~

1 OF THE INSTITUTE CHARTER SCHOOL'S ANNUAL REVIEW IN THE BODY OF
2 EVIDENCE THAT THE INSTITUTE BOARD TAKES INTO ACCOUNT IN DECIDING
3 WHETHER TO RENEW OR REVOKE THE CHARTER CONTRACT AND THAT
4 SUPPORTS THE RENEGOTIATION OF THE CHARTER CONTRACT."

5 Page 19, strike line 1.

6 Page 19, line 2, strike "BOARD".

7 Page 19, line 15, strike "reasonable" and substitute "reasonable
8 SIGNIFICANT".

9 Page 20, line 17, strike "FOURTH" and substitute "THIRD".

10 Page 20, line 19, strike "THIRTY" and substitute "FIFTEEN".

11 Page 20, line 20, strike "DECIDES" and substitute "WILL CONSIDER".

12 Page 21, line 25, strike "A POLICY THAT ESTABLISHES".

13 Page 22, line 1, strike "POLICY" and substitute "PROCEDURES".

14 Page 22, strike lines 2 through 5 and substitute:

15 "(a) WHEN PRACTICABLE AND IN THE BEST INTEREST OF THE
16 STUDENTS OF THE INSTITUTE CHARTER SCHOOL, THE INSTITUTE CHARTER
17 SCHOOL CONTINUES TO OPERATE THROUGH THE END OF THE SCHOOL YEAR.
18 IF THE INSTITUTE DETERMINES IT IS NECESSARY TO CLOSE THE INSTITUTE
19 CHARTER SCHOOL PRIOR TO THE END OF THE SCHOOL YEAR, THE INSTITUTE
20 SHALL WORK WITH THE INSTITUTE CHARTER SCHOOL TO DETERMINE AN
21 EARLIER CLOSURE DATE."

22 Page 22, strike lines 11 through 13 and substitute:

23 "(c) THE INSTITUTE CHARTER SCHOOL MEETS ITS FINANCIAL,
24 LEGAL, AND REPORTING OBLIGATIONS DURING THE PERIOD THAT THE
25 INSTITUTE CHARTER SCHOOL IS CONCLUDING OPERATIONS."

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