

DEPARTMENT OF EDUCATION

In Re: Anchorage Cyber Charter School :
Cyber Charter School Application : 2005

Background

Amendments to the Charter School Law (“CSL”), 24 P.S. §§17-1701-A – 17-1751-A, that became effective July 1, 2002, include new Subchapter (c), which sets forth new provisions for the establishment and oversight of cyber charter schools. *See*, Act of June 29, 2002, No. 88, §14, adding 24 P.S. §§17-1741-A to 17-1751-A (“Act 88”). Pursuant to Act 88, the Department of Education (the “Department”) has the authority and responsibility to receive, review and act on applications for the creation of a cyber charter school. Act 88 requires that cyber charter school applicants submit applications to the Department by October 1 of the school year preceding the school year in which the cyber charter school proposes to commence operation. After submission of an application, the Department is required to hold at least one public hearing and grant or deny the application within 120 days of its receipt.

- On October 3, 2005¹, Anchorage Cyber Charter School (“Anchorage”) submitted an application to operate as a cyber charter school.
- The Department provided 30 days notice of a public hearing that was held on December 20, 2005.
- At the hearing, Anchorage presented the Department with information about its application. Department personnel who had reviewed the application also posed questions to Anchorage’s representatives.

¹ The application was timely filed on October 3, 2005 because October 1, 2005 was a Saturday.

Conclusions of Law

Background

On October 3, 2005, Anchorage submitted to the Department an application to operate a cyber charter school.² The Department is to evaluate the application based on the following criteria:

- (i) The demonstrated, sustainable support for the cyber charter school plan by teachers, parents or guardians and students.
- (ii) The capability of the cyber charter school applicant, in terms of support and planning, to provide comprehensive learning experiences to students under the charter.
- (iii) The extent to which the programs outlined in the application will enable students to meet the academic standards under 22 Pa. Code Ch. 4 (relating to academic standards and assessment) or subsequent regulations promulgated to replace 22 Pa. Code Ch. 4.
- (iv) The extent to which the application meets the requirements of section 1747-A.

Conclusions

- **Anchorage failed to demonstrate sustainable support for the cyber charter school plan by teachers, parents or guardians and students.** 24 P.S. §17-1745-A(f)(1)(i).
- **Anchorage failed to adequately explain how the curricula meets the requirements of Chapter 4 and how it allows students to meet the academic standards of Chapter 4.** 24 P.S. §§17-1745-A(1)(iii); 17-1747-A(1).

² In September 2003, Anchorage had also submitted an application to operate a cyber charter school but that application was denied.

- Anchorage failed to adequately explain the manner in which teachers will deliver instruction to students and assess academic progress. 24 P.S. §17-1747-A(4).
- Anchorage failed to adequately explain how it would effectively provide appropriate curriculum and supports to English Language Learners (“ELLs”), how it would accommodate instruction to meet diverse student needs, how it would deliver instruction to students, how it would track students’ online time, how it would authenticate student work, how it would assess students, and how it would provide a transcultural experience. These deficiencies, along with other deficiencies listed throughout the decision, demonstrate that Anchorage is not capable, in terms of support and planning, to provide comprehensive learning experiences to students under the charter. 24 P.S. §17-1745-A(f)(1)(ii).
- Anchorage’s measurable goals do not specify that the percentage of students scoring proficient or higher on the PSSA is to increase over time, and the listed percentages will not comply with the No Child Left Behind Act (“NCLB”) over time.
- Anchorage failed to meet the requirements of section 1747-A when it failed to provide an adequate description of the technical support that would be available to students and parents, the privacy and security measures that would ensure confidentiality of data gathered online, and the technology, including hardware and software, that would be provided to students. 24 P.S. §17-1747-A(6), (9), (11).

- Anchorage **failed to satisfy the requirements of 24 P.S. §17-1743-A(e)(2) because it did not identify that a printer would be provided to each student.**
- **Anchorage failed to provide sufficient information to evidence that it has the necessary understanding and expertise to provide educational services to students with disabilities.** 24 P.S. §17-1747-A(13).
- **Anchorage failed to meet the requirement that it provide a financial plan for the charter school.** 24 P.S. §17-1719-A(9).
- **Anchorage failed to provide sufficient information about the ownership of the facilities and leasing arrangements.** 24 P.S. §1747-A(16).
- **Anchorage’s Bylaws stating the Board of Directors shall fix the compensation of directors for their services violates Section 321 of the Public School Code.** **24 P.S. §3-321.**
- **Anchorage failed to meet the requirements of Section 1719-A(7) of the CSL due to the lack of adequate information about procedures to be used regarding the suspension and expulsion of students.** 24 P.S. §17-1719-A(7).

Discussion

Demonstrated Sustainable Support

- *Finding: Anchorage stated that Appendix 6.6 of its application provided initial feedback from families who have expressed interest in Anchorage, and provided a simple list of names with addresses. See, Application, p. 72; Appendix 6.6.*

Sustainable support is to be demonstrated by teachers, parents or guardians and students.

24 P.S. §1745-A(f)(1)(i). “[S]ustainable support means support sufficient to sustain and maintain the proposed charter school as an on-going entity.” *See, In re: Ronald H. Brown*

Charter School, No. CAB 1999-1, at 18. Although sustainable support is determined in the aggregate, *Id.* at 19, Anchorage failed to provide sufficient evidence of sustainable support from the groups of people listed in the CSL. Anchorage stated that Appendix 6.6 of its application provided initial feedback from families who have expressed interest in Anchorage, but the Appendix is simply a list of names with addresses. Anchorage did not provide: 1) any copies of surveys completed by parents or students or teachers; 2) any signed petitions or letters evidencing support for its cyber charter school plan; or 3) any other evidence of support for its cyber charter school plan. This lack of demonstrated sustainable support is the same deficiency identified in Anchorage's first application in 2003 and was not corrected in this application.

Curriculum

- *Finding: Anchorage stated that Calvert would be its primary curriculum without any documentation to demonstrate alignment to the Pennsylvania standards or how the curriculum would be adapted for online delivery. See, Application, p. 12.*
- *Finding: Anchorage will use a language learning software package, Rosetta Stone, as a supplemental curriculum to teach English and Spanish, as needed. See, Application, p. 13.*
- *Finding: A major component of Anchorage's mission is to provide a transcultural experience for its students. See, Application, p. 14.*
- *Finding: Anchorage provided objectives that 65% of its students in grades 3, 5, & 8 would be proficient or above on the Pennsylvania State System of Assessment ("PSSA") in English and Math and 65% of its students in grade 6 would be proficient or above on the PSSA in writing. See, Application, p. 8.*

Anchorage did not document that the Calvert curriculum is aligned with the Pennsylvania academic standards. Anchorage was relying on assurances by the company that Calvert was aligned with academic standards and relying on the fact that other schools use the

Calvert curriculum. Anchorage provided no evidence that it could make an independent judgment about whether the curriculum was truly aligned with Pennsylvania standards.

As stated by the school, Anchorage's most dominant mission is to meet the unique needs of Latino students. Anchorage states that it will use Rosetta Stone as a supplemental curriculum. *See, Application, p. 13.* According to the school, this is a language learning software that it will use to teach Spanish and English as needed. However, there is no documented alignment to Pennsylvania English Language Learner (ELL) Proficiency Standards and Anchorage did not possess knowledge about the set of ELL standards, even though it proposes to serve them. In addition, it appears that Anchorage expects to use Rosetta Stone as the lead curriculum for ELLs but this is not a stand-alone curriculum. Rosetta Stone should be supplemental material to a strong curriculum designed for English language acquisition.

In addition, Anchorage had little knowledge or understanding about the State and Federal requirements under the No Child Left Behind Act ("NCLB") related to the instruction of ELL students. Although Anchorage mentioned the home language survey and other items, it failed to address the many additional requirements such as: 1) educational plans for ELL students; 2) testing of ELL proficiency; or 3) maintenance of the student database of "Primary Home Language Other Than English". Anchorage has not demonstrated that it is prepared to meet the needs or legal requirements of the specific population it is proposing to serve.

There are also contradictory statements about curricular decision-making on behalf of the students. In one part of the application Anchorage states that parents have the final decision with regard to a curriculum selection for their child. *See, Application, p. 40.* However, Anchorage also states that the final decisions about curriculum will be made by school personnel. *See, Application, p. 15.* This creates concern that if parents, or home facilitators, are making the

ultimate curriculum decisions for their children, the Pennsylvania academic standards may not be fully taught in an explicit and systemic manner.

The application also provides that the “payment for the curriculum will be determined at a flat fee, and anything above this flat fee will be an additional fee.” *See, Application, p. 40.* Anchorage must provide a free education to students who would enroll in its public cyber charter school. There cannot be a fee for curriculum. And in particular, there can be no fee for special education students. When asked about this fee at the hearing, Anchorage stated that it was a mistake and should not be in the application. However, this was a deficiency that was also identified in Anchorage’s first application and again not corrected in this application.

The Department also has concerns in the area of instruction and rigor of requirements placed on students. In the Measurable Goals and Objectives section, Anchorage specifies critical success measures which are not at an acceptably high level of expectations. *See, Application, pp. 7-8.* For example, success will be achieved with only 45% of the students scoring at or above the national percentile in the Gates-MacGinitie Reading test. In addition, the target percentage for the PSSA is that 65% of students in the particular grades will score proficient or above. However, this does not indicate that this percentage of students scoring at proficient or above is to increase over time and it appears that it is Anchorage’s ultimate goal, which will not comply with NCLB over time.

The Department also has questions about how the instruction will be delivered and by whom. The application presents the home facilitator as the primary instructor with support from a Teacher Mentor. Although there is to be a minimum of one hour per week of contact/instruction time from the Teacher Mentor for regular education students, there is no description of the Teacher Mentors’ actual duties or their qualifications. It is not at all clear how,

or if, the Teacher Mentors deliver any instruction to students. Also, Anchorage stated that the Teacher Mentors would be hired on a part-time, at-will basis. However, Anchorage also stated that all contracts would be for one year. *See, Application, p. 77.* Thus, it is not clear whether Teacher Mentors are to be included with those who would have a contract for one year.

There is also no explanation of how the Calvert curriculum would be delivered online and no explanation of any online teaching methods that would be employed by Anchorage. There is no indication that instructional time has been allocated between synchronous and asynchronous instruction. There is no explanation about the tracking of students' time online. It is unclear how Anchorage will authenticate student work. Anchorage also did not adequately explain how they would individualize instruction, particularly since it is relying heavily on the Calvert curriculum. There was also no entry age of admission for kindergarten students, and when asked about this at the hearing, Anchorage was either unable or unwilling to specifically identify such an age.

Physical education appears to be listed as an extracurricular activity but it also appears that extracurricular activities are to be counted toward instructional time. Anchorage also states that any transportation to local schools for approved, supervised extracurricular activities will be provided by the appropriate school district. However, when asked during the hearing for the legal basis for this statement, Anchorage could not provide one. There is no provision in the CSL that requires a school district to provide such transportation.

The assessment plan does not reflect changes in the Pennsylvania schedule of grade levels to be assessed by PSSA or the Federal requirements of grade levels to be assessed as required by NCLB. *See, Application, p. 44.* Based on all of these observations, it appears that

Anchorage is not fully aware of the PA Accountability requirements placed on public schools nor of the Federal NCLB requirements.

Finally, Anchorage states that a major component of its mission is to provide a trans-cultural experience for its students and that it “will base this curriculum on the experience of an experienced community resource and partner, Living Bridges.” *See, Application, p. 14.*

However, Anchorage does not follow through in adequately explaining what this means, how it would be implemented and how it would work in a cyber charter school environment. This also carries with it the concern of an integration of religious teachings within a public school.

Although assurances were stated in the public hearing that there would be no cross-over in curriculum, the application itself integrates the religious philosophy into the school framework.

The Department finds that the information Anchorage provided about the curriculum it would offer students is not adequate to demonstrate that it meets Pennsylvania academic standards or that it will allow students to meet the standards. 24 P.S. §§17-1745-A(1)(iii); 17-1747-A(1), nor does it evidence a developed, coherent plan for educating students. Thus, Anchorage has not demonstrated that it has the capability, in terms of support and planning, to provide comprehensive learning experiences to students under the charter.

Technology

- *Finding: Anchorage stated that it would provide students with a computer and Internet service and provided information about the technology that would be provided to every cyber charter school student and the technical support that would be available. See, Application, pp. 49-51, 55.*

The CSL requires an applicant to include the types of hardware and software, equipment and other materials that will be provided to students. 24 P.S. §17-1747-A(6). In its application,

Anchorage states that it will give students computers and Internet access, but does not state it will give students printers. A cyber charter school is required to provide to all students, “all equipment, including but not limited to, a computer, computer monitor and printer” and “provide or reimburse for all technology and services necessary for the on-line delivery of the curriculum and instruction.” 24 P.S. §17-1743-A(e)(2), (3). When questioned about this during the hearing, Anchorage said it would provide printers if they were needed. *N.T., p. 75.* However, Anchorage was not certain whether printers had been included in its budget but said that it would put in a line item if it was not provided. *N.T., p. 75.*

Anchorage’s description of the technologies involved is very weak. Groove software is used for peer to peer collaboration but, as stated previously, there is not a thorough explanation of how the Calvert curriculum has been adapted for online delivery. There is little discussion of security for both data transmission and the confidentiality of student records and there was no network diagram available that would demonstrate the planned methods for securing the network.

The CSL also requires that an applicant include the technical support that will be available to students and parents. 24 P.S. §17-1747-A(9). The application indicates that technical support, for the most part, would be contracted to outside entities but does not identify those entities. There is also to be a “HelpDesk” but there are no details about who is responsible for its operation. In addition, even though the HelpDesk is to be a voicemail service operating 24 hours per day seven days per week, there is no information about how often the voicemail would be checked, how soon responses would be made, the anticipated time frames within which problems would be resolved and whether technical support would be available during non-business hours.

Anchorage stated it would provide thirty dollars per month maximum to reimburse families for an Internet Service Provider. *See, Application, p. 55.* As stated above, the law requires Anchorage to provide or reimburse for all technology and services necessary for the on-line delivery of curriculum and instruction. Thus, thirty dollars per month may not be sufficient reimbursement in all areas of the State, particularly for high-speed connectivity. In addition, the proposed software has not been tested for use over a dial-up connection. Therefore, it is not known whether the software would be suitable in areas where high-speed connectivity is unavailable. Anchorage has not indicated how it would resolve such a problem. As in other areas, this concern was also raised with Anchorage in its first application and Anchorage was told it would have to exhaust all means to provide the level of connectivity that would allow a student to receive an effective educational experience. This has not yet been accomplished.

Finally, as previously stated, Anchorage did not identify any online teaching methods to be employed. Anchorage also failed to address distance education techniques in its professional development plan.

Special Education

- *Finding: Throughout its application, Anchorage provided information pertaining to the provision of educational services to students with disabilities referencing the older version of the Federal law Individuals with Disabilities Education Act of 1997 (“IDEA ’97”). See, Application, pp. 16-30.*

Throughout Anchorage’s application, reference is made to IDEA 97 as the regulatory basis for special education. IDEA ’97 was amended in December 2004, and with few exceptions, the reauthorized IDEA took affect on July 1, 2005. During the hearing Anchorage stated that it was aware of the change in federal law and that it would comply with the law. *N.T.*,

p. 50. However, this is evidence of a pattern that emerged throughout the application regarding the lack of addressing appropriate and current law applicable to the cyber charter school.

The process for special education referral, evaluation, development of an Individualized Education Program (“IEP”), and procedural safeguards are not adequately addressed in the application, particularly for parent-initiated referrals. The information generally takes one through the screening process but no further information. Although Anchorage has stated a plan for identifying and evaluating students with disabilities, the instructional strategies appear to be more traditionally based than cyber based. As an example, under “Student Difficulties with Reading Assigned Text”, the adapted delivery of instruction says, “have student listen while others read aloud.” However, there is no description of the technical methodology to be employed to accomplish this. There is also a lack of information of adaptive technology for those with visual or other physical limitations and no mention of who would be responsible for setting up the computer for those in need of adaptive technology. In addition, the behavior management techniques are generally applicable to brick and mortar schools, not a cyber charter school. Testimony at the hearing failed to provide a correct and sufficient explanation of how Anchorage would meet all regulatory requirements.

As previously discussed, it is stated in the application that parents would have the final say in the curriculum selected with payment being determined on a flat fee and anything above the flat fee would be an additional fee. *N.T., p. 40.* Federal law and regulations require that the IEP team, not the parents, must determine what constitutes an appropriate educational program for each student with a disability. Parents are key members of the IEP team but the local educational agency (“LEA”) is ultimately responsible for providing a Free Appropriate Public Education (“FAPE”) for the student. It is also the IEP team that is charged with monitoring the

appropriateness of the student's program on an on-going basis and causing modifications to the student's program as needed. Federal law prohibits charging parents for the provision of FAPE. During the hearing, Anchorage stated that the application was incorrect in stating that a fee would be charged for curriculum. Again, this was an issue raised during Anchorage's first application, and was still not corrected.

Anchorage also stated in its application that each student would receive a minimum of one hour per week of contact/instruction from the Teacher Mentor and that special education students would receive an extra thirty minutes per week from a certified special education teacher. *See, Application, p. 30.* Having a pre-determined minimum or maximum number of hours to receive special education instruction violates the regulatory requirement that each student's needs are to be individually addressed through an IEP. During the hearing, Anchorage inferentially disclaimed the statement about providing special education students a pre-determined amount of instruction per week. *N.T., pp. 53, 59.* However, the Department remains concerned that Anchorage does possess full understanding of this important issue.

There are also inconsistent references to required certification of staff. There is reference to Teacher Mentors who would be mostly certified teachers but other references are to certified special education staff. *N.T., p. 7.* Chapter 711 regulations require that persons who provide special education or related services to children with disabilities in charter schools must have proper certification. 22 Pa. Code §711.5. Anchorage did not provide straightforward assurance that its special education staff would be properly certified.

Anchorage has not demonstrated that it can effectively and appropriately deliver educational services to students with disabilities, particularly in a cyber environment.

Financial Plan

- *Finding: Anchorage provided a five-year “Proforma” as its financial plan for the school. See, Appendix, 6.3*

The CSL requires a cyber charter school to include in its application a financial plan for the school. 24 P.S. §17-1719-A(9). The budget should be developed using standard accounting functions and all estimated amounts must be substantiated and the cost basis must be clearly defined in order to properly assess the reasonableness, necessity, and comparability of the amounts developed.

Anchorage provided a five-year “Proforma” consisting of two pages, which provided no detail. There is no indication as to how compensation levels would be set and there is no breakdown of salary by position. Although Anchorage provides a figure for total salaries and benefits for each year of the five-year period, there is no information about individual position compensation levels, such as Chief Executive Officer, Information Technology Coordinator, and Teacher Mentors. Anchorage also refers to a Budget Manager and a Business Manager but there is no explanation of these positions or if they are the same position. *See, Application, p. 68.* Similarly, the benefits are not described nor are individual benefit vendors and/or estimated costs projected. In addition, Anchorage states that insurance benefits will be the same as the local school district from which the Teacher Mentor came, but the law requires that benefits be identical to the school district in which the cyber charter school is located. 24 P.S. §17-1724-A(d).

Anchorage stated in its application that it would engage a management company to provide and/or oversee some business office, accounting and reporting functions but did not provide a contract with a management company in the application. *See, Application, p. 35.*

Approximately \$60,000-\$70,000 is budgeted for Contracted Business Service through the five-

year period but none of the amounts are documented. *See, Appendix 6.3.* There is a total of \$236,000 to \$292,000 through the five-year period for contracted services, such as business services, legal services, professional development and consultants. There is, however, no information regarding contractors and/or rates for such services. *See, Appendix 6.3.*

A major weakness in Anchorage's internal control system is that it allows the CEO and Treasurer to spend up to \$10,000 without Board review and action. *See, Application, p. 66.* This is an extremely high threshold, which is well beyond any "petty cash" concepts. Anchorage also stated in its application that its purchasing procedures would comply with section 1725-A of the Charter School Law. Section 1725-A does not pertain to purchasing procedures.

Facility

- *Finding: Anchorage provided a Memorandum of Agreement – TACCS Facilities that confirmed previous agreements and stated that leases on a daily basis would follow the existing lease rates.*

The CSL requires an applicant to provide addresses of all facilities and offices of the cyber charter school, the ownership thereof and any leasing arrangements. 24 P.S. §17-1747-A(16). Anchorage has provided a Memorandum of Agreement – TACCS Facilities. *See, Appendix 6.3.* The memorandum confirms previous agreements to lease space in the School and Hall Buildings for periodic meetings and orientation, and states that leases on a daily basis will follow the existing lease rates. Anchorage stated in the application that memoranda of agreement exist for the Rosemont facility and the proposed Community Center in Bridgeport and that the leases would be modified before July 2006 to account for the use of Anchorage in these facilities. *See, Application, p. 70.*

The Department does not generally require that signed leases be provided in an application because cyber charter school applicants typically do not have an actual lease until the

charter has been approved. However, in this case, Anchorage confirmed previous agreements to lease space and that the leases on a daily basis would follow existing lease rates. Thus, Anchorage should have provided information about the lease rates even if the rates were to be modified. In addition, Anchorage has budgeted \$40,000 - \$160,000 for building rent over the five-year period of its budget but there is no information about square footage or lease per foot or number of days, etc. There is also no information about the condition of the facility and whether it complies with the standards of the Americans with Disabilities Act (“ADA”) or needs renovations.

In addition, regardless of whether there are signed leases, Anchorage must identify the owners of the facilities to be used by Anchorage. The Memorandum of Agreement is signed by Monsignor F. X. Schmidt of the St. Augustine Church in Bridgeport. If the church is the owner of the building this must be explicitly stated and Anchorage must explain whether the facilities are a part of a church facility. The CSL provides that a cyber charter school shall be nonsectarian in all operations and shall not display religious objects and symbols on the premises of the cyber charter school. 24 P.S. §17-1715-A(4), (5). Thus, if a church owns the facilities Anchorage intends to use for its cyber charter school, the Department must have a full understanding of what church buildings are being used and how there would be compliance with the CSL’s prohibition of displaying any religious objects and symbols on the school’s premises.

Bylaws

- *Finding: Pursuant to Anchorage’s Bylaws, the Board of Directors shall fix the compensation of directors for their services. See, Appendix 6.1.*

According to its Bylaws, Anchorage’s Board of Directors will have the authority to fix the compensation for the directors for their services. *See, Appendix 6.1, Art. IV. Section 321 of*

the Public School Code, which is applicable to cyber charter schools, states, “[a]ll persons elected or appointed as school directors shall serve without pay except as hereinafter provided.” 24 P.S. §3-321. Anchorage must abide by this provision of the Public School Code. Again, this concern was pointed out in the previous application, yet was not corrected.

The Bylaws also provide that Anchorage shall be managed by its Board of Directors, which shall be seven in number. *See, Appendix 6.1, Art. IV.* However, in the application, Anchorage stated that in the first year there would be between three and seven board members. *See, application 62.* This inconsistency is not acceptable.

In the application, Anchorage identified its fiscal year as beginning July 1. *See, Application, p. 68.* In the Bylaws, Anchorage identified its fiscal year as beginning January 1. *See, Appendix 6.1, Art. XI.* Again, this inconsistency is not acceptable.

Truancy

- *Finding: Anchorage provided general information about the suspension and expulsion of students. See, Application, pp. 83, 84.*

Anchorage stated in its application that after five days of no contact between the Home Facilitator and the Teacher Mentor, and the school had not been contacted, the student would be considered truant. Anchorage would then follow state regulations and report the truancy. *See, Application, p. 42.* Anchorage also stated that it reserves the right to contact the truancy office if truancy is suspected. *See, Application, p. 82.* However, Anchorage does not explain to whom the truancy would be reported or what it is referring to as the truancy office. In addition, the Department does not understand why Anchorage would wait for five days of no contact when truancy proceedings may proceed after three illegal absences.

Miscellaneous

Although Anchorage has acknowledged that it must serve students throughout the Commonwealth who would enroll in its school, there are concerns that there will not be equal opportunities for students throughout the state. Anchorage intends to invite parents or Home Facilitators and students to the Community Center in Bridgeport to meet each other and discuss the curriculum and the child's progress. During these optional visits, workshops would be offered on a variety of subjects to help parents and Home Facilitators in their roles as Home Facilitators. *See, Application, p. 48.* Anchorage would also provide an option for special enrichment courses and seminar opportunities at the Community Center in Bridgeport. *See, Application, p. 59.* Likewise, a four-step program would be held to insure all students would be competent in their use of the computer and software. However, Anchorage again states that most of this will be done at the Community Center. *See, Application, p. 49.*

Offering such workshops, "get-togethers", courses, seminars and computer instruction only at the Bridgeport facility would most likely limit participation to those who live within the immediate area of the facility. This creates a concern about whether Anchorage is providing an equal opportunity to students who do not live within the immediate area, particularly for students with disabilities.

Anchorage expects that Teacher Mentors will have the capability to monitor their students' pertinent data as needed. Anchorage stated "questions like this will be discovered in the requirements gathering sessions (RGS) of the product development life cycle." *See, Application, p. 54.* The Department has no clear understanding of these statements.

Anchorage stated that it would maintain on-going contact with school districts in the state and intended to supply records maintenance and information to districts as needed. *See,*

Application, p. 60. Again, the Department does not understand what records and information would be supplied to school districts. Without understanding what this means, the Department is concerned that Anchorage may provide records to school districts that would violate a student's rights under the Family Educational Rights Privacy Act ("FERPA").

Anchorage identified certain documents it would require for enrollment. Those documents include Permission for Fieldwork Form and a Student Transportation Plan Form. *See, Application, p. 73.* It is not clear what these forms are or for what purposes they are required.

The CSL requires a cyber charter school applicant to include in the application procedures that will be used regarding the suspension or expulsion of pupils. 24 P.S. §17-1719-A(7). Anchorage provided only a brief, general statement that it will incorporate suspension and expulsion statutes into its Code of Conduct. *Application, p. 84.* This does not comply with the CSL requirement that Anchorage provide procedures for the suspension or expulsion of students.

Conclusion

The Department does not doubt the commitment and perseverance of Anchorage's founding members. However, Anchorage has failed to demonstrate to the Department that it totally understands all that is needed to establish and operate an effective, high quality cyber charter school. This is particularly evident when Anchorage failed to correct deficiencies in its current application that had been identified as deficiencies in its 2003 application. In addition, parts of the application provide information that is relevant to a brick and mortar school, not to a cyber charter school.

The Department finds that Anchorage Cyber Charter School: (1) has not demonstrated sustainable support for its cyber charter school plan; (2) has not demonstrated the capability, in terms of support and planning, to provide comprehensive learning experiences for students; (3) has not demonstrated the extent to which its programs will enable students to meet the academic standards; (4) has not met all the requirements of section 1747-A; and (5) would not serve as a model for other public schools.

Based on these findings, the Department denies the grant of a charter to Anchorage Cyber Charter School. Pursuant to the CSL, Anchorage may revise and resubmit its application to the Department, which would have 60 days from the date of resubmission to decide to grant or deny the charter. If Anchorage decides to revise and resubmit its application, it must do so by at least May 1, 2006, so that if the Department granted a charter in 60 days, Anchorage would have time from June 30, 2006 to prepare for and open its school.

Anchorage also has the option under the CSL to appeal this denial of a charter to the Charter School Appeal Board.

Pennsylvania Department of Education

Gerald L. Zahorchak
Acting Secretary of Education

Date: _____