

On January 17, 2003, the Department denied the grant of a charter to CC. The CSL allows an applicant who has been denied a charter the opportunity to revise and resubmit the application to the Department. The Department must grant or deny the revised application within sixty days of receipt. 24 P.S. §17-1745-A(g). On March 10, 2003, CC submitted its revised application to the Department. For the reasons set forth in an opinion dated May 8, 2003, the Department denied the revised application. In the May 8 opinion, the Department explained that if CC corrected the identified deficiencies, the Department would grant CC a charter within five business days of submitting the corrections to the Department.

CC submitted corrections of the deficiencies on May 12, 2003.

Findings of Fact

1. On October 1, 2002, CC submitted to the Department an application to operate a cyber charter school.
2. After review of the application and a public hearing, the Department denied CC's application and set forth ten reasons for the denial. *Department's January 17, 2003 Opinion and Order.*
3. On March 10, 2003, CC submitted a revised application to the Department.
4. The Department denied CC's revised application and set forth five reasons for the denial. *Department's May 8, 2003 Opinion.*
5. In its May 8, 2003 Opinion, the Department advised CC that if it submitted corrections of the deficiencies to the Department, the Department would grant CC a charter within five business days of the submitted corrections.
6. CC submitted corrections of the deficiencies on May 12, 2003.

7. CC revised Section 2.7 of its Management Agreement to require that CC's teaching staff will be employed by CC and that the teaching staff will be enrolled in the Public School Employee's Retirement System.

8. CC revised Section 2.14 of its Management Agreement to require that services to special needs students will comply with state and federal rules, regulations and policies. CC also deleted language from Section 2.14 of its Management Agreement that the Department had identified as potentially discriminatory language.

9. CC revised its Handbook to provide that CC, and not a student's school district of residence, was responsible for disciplinary action against CC's students and for the provision of all required due process.

10. CC corrected its revised application to provide that if CC should cease operation, any remaining surplus would be remitted to Capital Area IU 15, the intermediate unit in which CC's administrative offices are located, for distribution to school districts in which the enrolled students resided at the time of dissolution.

11. CC corrected its revised application to provide that CC's Board of Trustees will provide each enrolled student all required equipment, including but not limited to, a computer, a computer monitor, a printer and all technology and services necessary for online delivery of curriculum and instruction.

Conclusions of Law

1. Pursuant to the Management Agreement, CC's teaching staff will be employees of CC, and not employees of the management company, Connections Academy, Inc ("CA"). This comports with applicable law. *See, Collegium Charter School v. West Chester Area School District, CAB No. 1999-9; West Chester Area School District v. Collegium Charter School, 760*

A.2d 452 (Pa. Commw. 2000); *School District of the City of York v. Lincoln-Edison Charter School*, 798 A.2d 295 (Pa. Commw. 2002).

2. CC's deletion of language from Section 2.14 of its revised application that the Department had found to be potentially discriminatory, and its acknowledgement that it shall comply with all state and federal laws, rules, regulations and policies regarding the provision of services to students with disabilities comports with applicable law. 24 P.S. §17-1723-A(b)(1); §17-1747-A(13); §17-1749-A(b)(8); 22 Pa. Code §711.1 *et seq.*

3. CC's revision of its Handbook to provide that CC is responsible for disciplinary action against CC's students and for the provision of all required due process comports with applicable law. 24 P.S. §§13-1318, 17-1749-A(a)(1),(b)(3); 22 Pa. Code §12.1 *et seq.*

4. CC's correction of its revised application, which provides that in the event CC would cease its operations, any assets remaining after disposition of liabilities and obligations shall be given to the intermediate unit in which CC is located for distribution to the school districts in which the enrolled students reside at the time of dissolution comports with applicable law. 24 P.S. §17-1741-A(a)(3)(i).

5. CC's correction of its revised application stating that it will provide to each student enrolled, all equipment, including, but not limited to, a computer, a computer monitor, a printer and all technology and services necessary for the online delivery of the curriculum and instruction comports with applicable law. 24 P.S. §17-1743-A(e).

Discussion

(1) Management Agreement

In its May 8, 2003 Opinion, the Department noted two deficiencies in CC's Management Agreement with CA. First, it appeared that the charter school's teaching staff would be

employees of the management company, CA, rather than employees of the charter school, CC. CC's revision of the Management Agreement that teaching staff will be employees of CC and will be enrolled in the Public School Employee's Retirement System now comports with applicable law. *Collegium Charter School v. West Chester Area School District*, CAB No. 1999-9; *West Chester Area School District v. Collegium Charter School*, 760 A.2d 452 (Pa. Commw. 2000); *School District of the City of York v. Lincoln-Edison Charter School*, 798 A.2d 295 (Pa. Commw. 2002).

Second, there was language in the Management Agreement pertaining to services to students with special needs that the Department believed to be potentially discriminatory. CC deleted this language from the Management Agreement and acknowledged that the charter school shall be responsible for complying with all state and federal laws, regulations and policies regarding the provision of services to students with disabilities. 24 P.S. §17-1723-A(b)(1); §17-1747-A(13); §17-1749-A(b)(8); 22 Pa. Code §711.1 *et seq.*

With the above-noted changes to the Management Agreement, CC has corrected the deficiencies previously identified by the Department.

(2) Discipline – Due Process

The Department identified, in its May 8, 2003 Opinion, deficiencies in CC's Handbook regarding discipline and due process. CC's Handbook previously stated that a student's school district of residence had to approve certain disciplinary measures against students enrolled in CC. CC has revised its Handbook to comply with the law by stating that CC is responsible for disciplining its students and for providing all necessary due process. 24 P.S. §§13-1318, 17-1749-A(a)(1),(b)(3); 22 Pa. Code §12.1 *et seq.*

(3) Ceasing of Operations

CC's revised application provided that if CC ceased operations it would remit any surplus to the Department. In its May 8, 2003 Opinion, the Department identified this as a deficiency because it was not in compliance with the CSL. CC corrected its revised application by stating that in the event CC ceases operations, it will remit any remaining assets to the intermediate unit in which CC's administrative offices are located for distribution to school districts in which the enrolled students resided at the time of dissolution. This comports with the CSL. 24 P.S. §17-1741-A(a)(3)(i).

(4) Provision of Equipment

The Department identified, in its May 8, 2003 Opinion, that CC's budget information contained an inappropriate provision that if the Board wanted to reduce costs it would consider providing computers to only "hardship" cases. CC corrected this provision by stating that each student enrolled in CC shall receive a computer, a computer monitor, a printer, and all technology and services necessary for online delivery of curriculum and instruction. This comports with applicable law. 24 P.S. §17-1743-A(e)(2), (3).

Conclusion

Based on CC's revised application, as amended May 12, 2003, the Department grants a charter to CC to operate a cyber charter school.

Pennsylvania Department of Education

Vicki L. Phillips
Secretary

Date: _____