

June 8, 2012

Questions for SSLC Inquiry from PEC Commissioner Vince Bergman

1. Is SSLC counting these short term students in their counts for SEG?
2. Do other districts and charter schools have this kind of expanded learning activity going on?

**Questions and Concerns Relative to the Pay for Credit Extended Learning Center Operated by the Southwest Learning Center of Albuquerque and Summer, Extended Learning Programs and Pay for Credit Courses in General
From Commissioner Eugene Gant**

1. How many students have been on the waiting list for the Southwest Learning Center since 1 July 2010?
2. Were any of the students who paid tuition to earn credits from the Southwest Learning Center Charter School Extended Learning Center ever on the waiting list for this charter school? The school should provide a copy of the waiting list to the PEC Commissioners to verify the students from outside the Southwest Secondary Learning Center who attended the pay for credit extended learning center were have the waiting list.
3. How many and from which APS high schools did students attend the pay for credit extended learning center at the Southwest Secondary Learning Center Charter School? How many credits were granted to the students for completion of the course(s)?
4. Does the Southwest Secondary Learning Center have any written, signed, dated authorization from any agency such as the Public Education Department (PED), Public Education Commission (PEC) or Albuquerque Public Schools (APS) to operate a pay for credit extended learning center? If yes, the charter school's Administrator must produce this document for the PEC Commissioners to read/review.
5. Mr. Glasrud stated that the Southwest Secondary Learning Center Charter School has a verbal agreement with APS to operate the extended learning center. He also states that several APS administrators can confirm this agreement. Who, specifically by name, in the APS administration can verify this verbal agreement, specifically what was the verbal agreement, and specifically when was the verbally agreement made between the charter school and APS?
6. Are there any high schools outside the APS District boundaries that sent students to the pay for credit extended learning center operated by the Southwest Secondary Learning Center Charter School? If yes, which high schools and how many students from each of these schools attended the pay for credit extended learning center?
7. How many students received paid for credits from the Southwest Secondary Learning Center that needed the credits for graduation from high schools other than the Southwest Secondary Learning Center Charter School? Which APS high school did these students normally attend?

8. How many students paid for credits from the Southwest Secondary Learning Center extended learning center in order to be eligible to participate in athletics? Which APS high schools did these students normally attend?
9. Were any students from any APS schools or Districts outside APS boundaries denied admittance to the pay for credit extended learning center operated by the Southwest Secondary Learning Center Charter School? If yes, how many? If yes, how many and from which high school did the students apply? If yes, what were the specific grounds for denial of a student to attend the pay for credit extended learning center?
10. Were any students from APS or Districts outside APS boundaries denied admittance to the pay for credit extended learning center because they, their parents or guardians could not afford to pay the tuition?
11. Did any student for which tuition was paid to attend the extended learning center not complete the course(s)? Did the student receive any refunds for non-completion of any course? A no to this question would indicate a 100% completion of courses by all students who paid tuition to the school.
12. Did any student normally enrolled in the Southwest Secondary Learning Center Charter School have to pay to attend and receive credits from the Southwest Secondary Learning Center Charter School pay for credit extended learning center? If so, how many paid for the credits? If not, why did those students not have to pay for the credits as did students who are normally enrolled in high schools other than the Southwest Secondary Learning Center Charter School?
13. How many years has the Southwest Secondary Learning Center Charter School been charging students to attend the extended learning center to earn credits?
14. What documentation did students and/or parents sign that allowed the students to attend the pay for credit extended learning center operated by the Southwest Secondary Learning Center Charter School? If there was documentation for students and/or parents to sign then a copy of the document should be provided to the PEC Commissioners for review.
15. What written agreements exist between the Southwest Secondary Learning Center Charter School and APS or any other school district that would allow EACH student to attend and receive credit from the pay for credit learning center operated by the charter school? In other words, did APS and any other school district actually approve, in writing, a student to attend the pay for credit extended learning center. If the written agreements do exist then the PEC should be furnished copies of these signed/dated agreements for each student.
16. What written documentation actually proves all students were legally enrolled in the pay for credit extended learning center operated by the Southwest Secondary Learning Center Charter School? If the charter school claims to have proof of enrollment in the pay for credit courses, what is the New Mexico statute(s) used by the charter school to validate said enrollment documentation?
17. In total, how much money did the Southwest Secondary Learning Center Charter School collect for the attendance of all students to the pay for credit extended learning center? How much money was collected for students needing graduation credits? How much money was collected for students needed to improve their grade point averages in order to participate in high school athletics?

18. What written policy is in effect that allows for the Southwest Secondary Learning Center Charter School to collect money from students and/or parents in order for the students to attend the charter school's pay for credit extended learning center? If there is a policy, when and who signed the policy? A copy of the policy needs to be provided to the PEC for review.
19. If a policy that specifically states that students must pay to attend the Southwest Secondary Learning Center Charter School's pay for credit extended learning center does not exist then on what grounds does the charter schools administration have for charging the students to attend the pay for credit courses? What specific New Mexico statute allows the Southwest Secondary Learning Center Charter School to charge tuition to attend courses at the extended learning center? If a policy exists that specifically states that students must pay to attend the pay for credit extended learning center, what date was the policy read, approved, and signed during an open public meeting in accordance with the New Mexico Open Meetings Act? Who approved this policy? A copy of the policy, if it exists, should be provided to the PEC Commissioners for review.
20. Were the Boards of Governance or Finance for the Southwest Secondary Learning Center Charter School fully aware that students were being charged to attend the pay for credit extended learning center? What documentations demonstrate the Boards were aware of this situation? If these Boards were not aware that students were paying to attend courses at the extended learning center then specifically who made the decision to enforce the need for students to pay the tuition and when was this decision made?
21. Were Southwest Learning Center Charter School Teachers, Administrators, or support Staff paid extra for teaching, administering or supporting the pay for credit extended learning center? If yes, how much and how was the additional pay for these individual calculated?
22. What State of New Mexico educational standards were used by the Southwest Learning Center Charter School to assess whether the students attending the pay for credit extended learning center actually met the New Mexico benchmarks and standards for each course taken? In other words, what documentation does the Southwest Secondary Learning Center Charter School have to demonstrate an assurance to the PEC, per NMSA 6.30.8.9(B), instruction provided to students paying for credits meets or exceeds state content standards and performance standards and are taught by highly-qualified instructors?
23. What documentation does the Southwest Secondary Learning Center Charter School have to verify that students have met the New Mexico standards for number of days per week and total for the school year as required by a traditional public school in New Mexico or even meets the number of days established for the Southwest Secondary Learning Center Charter School should the charter school have a valid waiver from the New Mexico Secretary of Education that allows for a different number of days per week for instruction? This document should be provided to the PEC Commissioners for review.
24. What documentation was provided to the students and APS or any other school district that sent students to the extended learning to verify the satisfactory completion of all requirements needed to pass the courses taken by the student? Who, specifically, signs these documents? Who, specifically, verifies that students have completed the requirements for the courses taken at the extended learning center? Examples of the document should be furnished to the PEC Commissioners for review.

25. How many Districts in the State of New Mexico have credit recovery courses for graduation?
26. Do all Districts that have summer school, credit recovery programs and/or extended learning programs charge students to attend these courses? Of those Districts that charge for these courses, how much are the charges per District per course?
27. Do any LEA or State Chartered Charter High Schools charge for students to attend credit recover courses or any courses that may be offered through their extended learning programs?
28. Have many LEA or State Chartered Charter High Schools have credit recovery or extended learning programs? If any Charter High School in New Mexico has a credit recovery or extended learning programs, were these programs authorized at the time the charter for the school was granted by either the LEA or PEC?
29. If any Charter High School in New Mexico has a credit recovery or extended learning program, are there policies and procedures established by their respective governance boards on how these programs will operate?
30. If any Charter High School in New Mexico has a credit recovery, summer school, or extended learning program do they grant scholarships for students that cannot afford to pay the charges for the courses, are there written polices/procedures approved by governance boards in place to determine how scholarships will be granted, and what standards are used to establish which students will receive scholarships?
31. Has any student been denied admittance to a Traditional Public School District or Charter High School credit recovery, summer school, or extended learning program because they cannot afford to pay any fees for these programs?
32. If any Charter High School in New Mexico has credit recovery or extended learning program that requires tuition to attend these programs, how are the charges for the courses established? What is the basis for the charges (salaries, materials, facilities, utilities, transportation, etc)?
33. How are the funds collected by Districts or Charter Schools for credit recovery, summer school programs, or extended learning centers accounted for in the budgets for these educational institutions? Does the expenses incurred during the operation of the Districts or Charter School credit recovery, summer school, or extended learning programs by the fees paid by students to attend said programs? This relates to question 32.

**QUESTIONS REGARDING SOUTHWEST SECONDARY LEARNING CENTER'S
EXTENDED LEARNING PROGRAM**

Commissioner Carolyn Shearman

1. Clarify definitions:
 - a. "Distance learning" means the technology and educational process used to provide instruction for credit or grade when the course provider and the distance-learning student are not necessarily physically present at the same time or place. Distance learning does not include educational software that utilizes only on-site teaching.
 - i. **Agreed?**
 - b. "Distance learning course" means an educational course that is taught where the student and primary instructor are separated by time or space and linked by technology.
 - i. **Agreed?**
 - c. "Asynchronous instruction" means the course provider and the distance-learning student do not interact at the same time and can, but need no, utilize the internet.
 - i. **Agreed?**
2. Distance Learning Courses (NM Administrative Code Title 6, Chapter 30, Part 8)
 - a. 6.30.8.9(B) requires: "School districts and charter schools providing distance-learning courses to students statewide shall enter into **written agreements** with students' enrolling districts or charter schools **prior to providing** distance-learning courses to students."
 - i. **Did SSLC have this written and signed agreement in place before the student enrolled in the distance-learning course?**
 - b. 6.30.8.9(B) The code further states, "The agreements shall, at a minimum, include:
 1. (1) the courses to be delivered;
 2. (2) the delivery period;
 3. (3) the financial arrangements;
 - a. (4) support mechanisms needed in behalf of students;
 4. (5) state assessment responsibilities on behalf of students;
 5. (6) identification of the responsible entity and timelines for granting grades and credit; and
 6. (7) a statement of assurance that all distance learning courses meet or exceed state content standards with benchmarks and performance standards and are taught by highly-qualified teachers."
 - ii. **Did SSLC have this written and signed information in place before the student enrolled in the distance-learning course?**
- c. 6.30.8.9(C) The last sentence in this rule states: "Any reimbursement for cross-district participation for distance learning courses shall be arranged between the districts or charter schools through signed written agreements."
 - i. **Was there a signed written agreement between SSLC and APS in place prior to the student paying \$200 to take the course?**
 - ii. **In light of this rule, how do you explain the \$200 SSLC charged the student to take the distance-learning course?**

4. 6.30.8.9(D) States: “Qualified distance learning students participating in asynchronous distance learning courses must log on to their distance learning courses at least the same number of days per week as the traditional face-to-face classes occur at the schools in which they are enrolled, and certify that they are the enrolled students.”
 - i. **It appears this rule was violated by SSLC as to attendance. Is there a meaningful explanation?**
 - ii. **How did SSLC ensure that the enrolled student was, in fact, the person doing the work (taking exams and tests, daily work, etc.)? What safe-guards were in place to ensure course validity and security?**

5. I can find no place in either the SSLC Charter Renewal documents or their 2009 End of Term report that mentions students other than those enrolled at SSLC being eligible to take distance-learning courses from SSLC.
 - a. The Renewal document in Part C says: “The Southwest Secondary Learning Center offers extended learning classes year round in order to help students remediate or accelerate credit acquisition in most core subjects. The Southwest Secondary Learning Center serves students with online learning opportunities aligned to New Mexico Content Standards and Benchmarks. This self-directed, anytime learning approach was implemented by the Southwest Secondary Learning Center.” (Pages 18 and 19)
 - i. **No mention of other students taking distance learning courses.**
 - b. The 2009 End of Term Report, on Page 17 of 27, states: “SSLC’s extended learning program provides additional opportunities for their students to succeed and graduate.”
 - i. **The word “their” is a personal pronoun referring to one’s self. Therefore, the sentence confirms SSLC’s intent to offer their Extended Learning Program only to their own students.**
 - ii. **It would appear SSLC is in violation of their charter by offering their Extended Learning online courses to students other than their own.**