

**MINUTES OF THE MEETING
OF THE
ASSEMBLY COMMITTEE ON EDUCATION**

**Seventy-Sixth Session
March 28, 2011**

The Committee on Education was called to order by Chair David P. Bobzien at 3:19 p.m. on Monday, March 28, 2011, in Room 3142 of the Legislative Building, 401 South Carson Street, Carson City, Nevada. The meeting was videoconferenced to Room 4406 of the Grant Sawyer State Office Building, 555 East Washington Avenue, Las Vegas, Nevada. Copies of the minutes, including the Agenda ([Exhibit A](#)), the Attendance Roster ([Exhibit B](#)), and other substantive exhibits, are available and on file in the Research Library of the Legislative Counsel Bureau and on the Nevada Legislature's website at www.leg.state.nv.us/76th2011/committees/. In addition, copies of the audio record may be purchased through the Legislative Counsel Bureau's Publications Office (email: publications@lcb.state.nv.us; telephone: 775-684-6835).

COMMITTEE MEMBERS PRESENT:

Assemblyman David P. Bobzien, Chair
Assemblywoman Marilyn Dondero Loop, Vice Chair
Assemblyman Paul Aizley
Assemblyman Elliot T. Anderson
Assemblywoman Olivia Diaz
Assemblywoman Lucy Flores
Assemblyman Ira Hansen
Assemblyman Randy Kirner
Assemblywoman April Mastroluca
Assemblyman Richard McArthur
Assemblyman Harvey J. Munford
Assemblywoman Dina Neal
Assemblyman Lynn D. Stewart
Assemblywoman Melissa Woodbury

COMMITTEE MEMBERS ABSENT:

None

GUEST LEGISLATORS PRESENT:

Assemblywoman Irene Bustamante Adams, Clark County Assembly
District No. 42
Assemblywoman Teresa Benitez-Thompson, Washoe County Assembly
District No. 27

STAFF MEMBERS PRESENT:

Mindy Martini, Committee Policy Analyst
Kristin Roberts, Committee Counsel
Taylor Anderson, Committee Manager
Sharon McCallen, Committee Secretary
Sherwood Howard, Committee Assistant

OTHERS PRESENT:

Chris Ferrari, representing Imagine Schools Nevada
John McMillan, Principal, Flangas McMillan Law Group,
Las Vegas, Nevada
Kathleen Conaboy, representing K12 Inc.
Brin Gibson, representing Nevada Connections Academy
Shaundell Newsome, Private Citizen, North Las Vegas, Nevada
Keith Rheault, Ph.D., Superintendent of Public Instruction,
Department of Education
Bart Mangino, Legislative Representative, Community and Government
Relations, Clark County School District
Elissa Wahl, Secretary, Nevada Homeschool Network

Chair Bobzien:

[Roll was called. Committee protocol was explained.] Today we will hear two bills related to charter schools, Assembly Bill 169 and Assembly Bill 171. Before that we will have a work session on two measures, Assembly Bill 113 and Assembly Bill 224. First, we do have three bill draft requests (BDR) to introduce, this being our deadline day.

[Mr. Kirner suggested taking all three BDRs into consideration.]

BDR 34-188—Prescribes provisions relating to school wellness policies. (Later introduced as [Assembly Bill 547](#).)

BDR 34-741—Revises provisions governing the system of governance of K-12 public education. (Later introduced as [Assembly Bill 548](#).)

BDR 38-739—Makes various changes to provisions governing early childhood care and education. (Later introduced as [Assembly Bill 546](#).)

I would entertain a motion to introduce all three.

ASSEMBLYMAN KIRNER MOVED FOR COMMITTEE
INTRODUCTION OF BDR 34-188, BDR 34-741, AND BDR 38-739.

ASSEMBLYWOMAN DONDERO LOOP SECONDED THE MOTION.

THE MOTION PASSED UNANIMOUSLY.

Chair Bobzien:

Moving now to our work session on bills previously heard, we will first consider [A. B. 113](#).

[Assembly Bill 113](#): Revises provisions governing the statewide system of accountability for public schools. (BDR 34-87)

Mindy Martini, Committee Policy Analyst:

[Assembly Bill 113](#) ([Exhibit C](#)) was heard on March 21, 2011, and was submitted on behalf of the Legislative Committee on Education, the interim committee. The measure revised the state plan for improvement to include a five-year strategic plan, and the date of submission of that plan is changed from December 15 to January 31 each year.

In addition, this is the measure that revises the date when the final determination of adequate yearly progress (AYP) is made from August 1 to September 15 each year. In response to this revision, the measure requires the Department of Education to revise the schedule for the criterion-referenced tests (CRT) in Grades 3 through 8 to, at least, 30 days later in the spring. That would move it from the 120th day of instruction to the 150th day of instruction.

Finally, the measure revises the date on which other reports are required to account for that change in AYP. No amendments were considered for this measure.

ASSEMBLYWOMAN MASTROLUCA MOVED TO DO PASS
[ASSEMBLY BILL 113](#).

ASSEMBLYMAN AIZLEY SECONDED THE MOTION.

Chair Bobzien:

Do we have any discussion?

Assemblyman McArthur:

I have no problem with the date change on this bill, but my concern is that it does not look like it is doing anything for education. Under existing law, we require a plan to improve academic achievement. This bill is for a five-year plan for recurring issues to improve achievement. I do not see what the difference is. If it is a recurring issue, we should have already picked it up under existing law because we have already prepared these plans. I do not see how this is improving education and, as I look at it now, I do not see any reason for me to support this bill.

Assemblywoman Dondero Loop:

I would respond that a five-year plan gives us a longer time to have a very concise plan that follows for more than just a short time. In reference to moving the testing dates, we were testing students when they had not been taught that material. For example, if you were tested on division and had not yet covered that in a class year, then students were being tested on things they had not actually been taught in the scope and sequence and benchmarks for the year.

Assemblyman Stewart:

I have some concerns, but I am going to support the bill because it moves the testing dates and more accurately reflects the knowledge of the students.

Chair Bobzien:

Thank you, Mr. Stewart. That is my take on the bill. Bringing those dates more in line with what is actually happening in the classroom as far as teaching and progress on the part of the students is definitely the intent of the bill.

Assemblyman Kirner:

I have one question because I do not see it in the bill, and I am assuming it is part of the intent. Does the five-year strategic plan cover performance metrics or create performance metrics?

From my perspective it is good that we do a five-year strategic plan, but unless there are milestones and measurements along the way, it becomes, what we used to call in business, a "SPOT"—strategic plans on top shelves.

Chair Bobzien:

That is an important point to make. We will have Ms. Martini weigh in on what exactly that plan is.

Mindy Martini:

It appears from this bill that the strategic plan would be based upon the State Improvement Plan and all of the components that went into that, which is a review of all of the accountability components. Everything would be linked, and then it would be five years out so that there could be some planning efforts.

Assemblyman Kirner:

Is the answer yes? Will there be measurements that we can check our progress against?

Mindy Martini:

Yes. The State Improvement Plan is based upon measureable goals and objectives each year. Each year those will be looked at to see how much progress has been made toward the five-year strategic plan.

Chair Bobzien:

All those in favor, please say, "Aye." Opposed?

THE MOTION PASSED. (ASSEMBLYMAN MCARTHUR
VOTED NO.)

Ms. Dondero Loop will handle the floor statement for A.B. 113. Our next bill is A. B. 224, and Ms. Martini will provide us with an overview of this measure.

[Assembly Bill 224](#): Revises provisions governing parental involvement in education. (BDR 34-859)

Mindy Martini, Committee Policy Analyst:

Assembly Bill 224 ([Exhibit D](#)) was heard on March 4, 2011. It does several things. It creates an Office of Parental Involvement and Family Engagement within the Department of Education. In doing so, it requires the Superintendent of Public Instruction to appoint an employee to serve as the Director of this office and ensure that there are sufficient numbers of employees to carry out the duties.

The measure changes the name of the state's Advisory Council on Parental Involvement to the Advisory Council on Parental Involvement and Family

Engagement. It requires a new office to work in partnership with the Advisory Council on the accountability reports and State Improvement Plan.

The Commission on Professional Standards in Education is required to work in cooperation with this new office and adopt regulations prescribing coursework on parental involvement and family engagement. The measure requires a Director of the new office to serve as an ex officio member on the Statewide Council for the Coordination of the Regional Training Programs for teachers and administrators.

In so doing, the measure requires a statewide council in cooperation with the new office to establish a statewide training program for teachers, paraprofessionals, and administrators concerning effective parental involvement and family engagement.

One amendment was submitted for this particular measure and that was from the Nevada Association of School Boards ([Exhibit E](#)). The amendment would require the new office to work in partnership with the Advisory Council on all of the duties, instead of, what is currently in the bill, requiring the office and the Advisory Council to work in partnership on review of the accountability report and the State Improvement Plan.

That is the only amendment submitted for this measure.

ASSEMBLYWOMAN DONDERO LOOP MOVED THAT ASSEMBLY BILL 224 BE REREFERED WITH NO RECOMMENDATION TO THE ASSEMBLY COMMITTEE ON WAYS AND MEANS.

ASSEMBLYWOMAN MASTROLUCA SECONDED THE MOTION.

Assemblyman Stewart:

I would agree with that recommendation. I appreciate the intent of the measure, but in these difficult economic times, we cannot afford to create a new position and to expend more money when we are already cutting the education budget. I think we will have to carry on with Washoe and Clark Counties' continued efforts in parental involvement. I applaud the intent, but the fiscal note is prohibitive.

Chair Bobzien:

Mr. Stewart, are you willing to support the motion?

Assemblyman Stewart:

I will still vote no.

Chair Bobzien:

To be clear, the motion is to rerefer the measure with no recommendation to the Assembly Committee on Ways and Means.

Assemblyman Hansen:

This is a question of protocol. If this is submitted to Ways and Means, and it passes Ways and Means, then it would come back to this Committee?

Chair Bobzien:

No, sir.

Assemblyman Stewart:

I am in favor of the motion to send this bill to Ways and Means, but I want to be on the record that I oppose the expenditure of the extra funds this bill would cost.

Chair Bobzien:

Understood. Thank you for the clarification. Once again, the motion is to rerefer A.B. 224 to the Assembly Committee on Ways and Means with no recommendation.

Assemblyman Kirner:

If we voted no on A.B. 224, then we would have further discussion and we would decide, in this Committee, whether or not we wanted to proceed with this policy. We could, in fact, decide here whether or not this is a good policy. Is that correct?

Chair Bobzien:

You are asking for a literal guide to what happens if this motion fails?

Assemblyman Kirner:

Yes. Essentially, if it fails, is it really killed here?

Chair Bobzien:

No, that motion would fail and we would still have the bill.

Assemblyman Kirner:

Then we would vote on it? And if it passed, it would be rereferred and eventually go to Ways and Means?

Chair Bobzien:

That would be correct. There are a variety of ways this could play out.

Assemblyman Kirner:

Why do we not just deal with it here?

Chair Bobzien:

We have a motion on the table to rerefer to the Assembly Committee on Ways and Means with no recommendation. All those in favor please say, "Aye." Opposed?

THE MOTION PASSED. (ASSEMBLYMEN FLORES, HANSEN, KIRNER, MCARTHUR, STEWART, AND WOODBURY VOTED NO.)

Assemblyman Anderson:

I just wanted to state, for the record, that I do support the goal of this bill and will help the bill's sponsor to get it passed in Ways and Means, if she so desires.

Chair Bobzien:

With that, we will conclude our work session and open our hearing with A. B. 169.

Assembly Bill 169: Revises provisions governing the authority of charter schools to enter into certain contracts. (BDR 34-752)

Assemblywoman Irene Bustamante Adams, Clark County Assembly District No. 42:

I am here to present Assembly Bill 169 to the Committee for consideration. The purpose of this measure is to expand the options charter schools in the State of Nevada have to contract for certain services. I had the privilege to serve on a governing board of a charter school during its inception. I am also privileged to have both of my daughters attend charter schools within the state. Therefore, it is an honor to be able to bring legislation forth that will increase the stableness and consistency for children who attend charter schools.

I would like to open my testimony with a little background information on the current contractual authority charter schools have to access needed goods and services. Charter schools are independent public schools responsible for their own governance and operation. For the current school year, we have 27 charter schools in the State of Nevada. Unlike traditional public schools—which depend on district central offices for access to facilities, transportation, health, and protection services, such as school police officers—charter schools must identify their own sources for these goods and services.

Page 2, section 1, subsection 1, line 5 of A.B. 169 expands the entities for which a charter school may contract for goods and services to include "an educational management organization" commonly referred to as an EMO. What is an EMO? Go to page 3, section 1, subsection 8, line 31. That definition is taken from the current *Nevada Administrative Code* (NAC). It is existing legislation which provides that such a contract is limited to a term of not more than two years and if you are renewed, you must not exceed the remaining term of four years. It is clearly spelled out in the NAC.

So, where are the challenges and why the need for flexibility? Parents are aware that a two-year charter makes it difficult to plan your child's education for the long-term. In addition, the two-year term causes barriers when trying to rent a facility to host a school. When you are leasing, if you only have a two-year contract the lease is usually higher because it is for a shorter period of time. In addition, it is difficult to obtain financing for facility renovations when the owner only sees a two-year charter commitment.

What we are asking in A.B. 169 is to allow for a six-year contractual agreement instead of the two years, with the four-year renewal option. This will change and provide the stability needed for establishing such contractual arrangements, particularly for facilities. If you have concerns regarding contractual protections for the charter schools, that is also addressed in this bill. If you look on page 2, line 17, you will see the contractual protection, that the contract "Allows the governing body of the charter school to terminate the contract before the expiration of the contract . . ." In addition, another protection is found on line 19: the contract "does not prohibit the governing body of the charter school from entering into a contract with another educational management organization."

In sections 2 and 3 of the measure, it makes technical adjustments to reflect these revisions. Finally, in section 4, the bill provides an effective date of July 1, 2011.

Also, on Nevada Electronic Legislative Information System (NELIS), you should have found two letters of support from other charter schools ([Exhibit F](#) and [Exhibit G](#)). For the record, I sent a memo to all of the members of the Committee outlining the bill. I also listed individuals that I had spoken to with regard to the different educational institutions, and I have been made aware that the State Board of Education/State Board for Career and Technical Education has taken a position on the bill that will be brought forth by Dr. Rheault later today.

In closing, I would like to say that what we are asking for in A.B. 169 is a tool for charter schools when they are contracting for goods and services: to allow for a six-year contract instead of the current two-year with a four-year renewal option.

Assemblywoman Dondero Loop:

Would you please clarify what the current contract is?

Assemblywoman Bustamante Adams:

Under NAC 386.405, it states that such a contract is limited to an initial term of not more than two years and, if renewed, must not exceed the remaining term of four years. It is still a six-year period, but what we are asking for—instead of the initial two-years, with a four-year option—is a straight six years.

Assemblywoman Dondero Loop:

Am I correct that the facilities cannot be tied to the charter contract?

Assemblywoman Bustamante Adams:

I am not sure. I would have to research that question for you.

Assemblyman Kirner:

Under this new arrangement, would the charter schools still have the opportunity to cancel the contract if they felt they needed to do that?

Assemblywoman Bustamante Adams:

That is correct.

Assemblywoman Mastroluca:

Why would the charter school want to enter into a contract with another EMO?

Assemblywoman Bustamante Adams:

You will hear testimony from other individuals who have partnered with EMOs. You may not like the existing EMO, and it does not prevent you from starting a relationship with another. You could actually finish your contract and in the process, also switch. That is my understanding.

Assemblywoman Mastroluca:

Would you have to finish the contract? It would appear that you could exit the contract at any time and change.

Assemblywoman Bustamante Adams:

The way that I understand it, you could exit the contract and change.

Chair Bobzien:

Are there any additional questions? [There were none.]

Chris Ferrari, representing Imagine Schools Nevada:

Mr. John McMillan is in southern Nevada. He is legal counsel to Imagine Schools Nevada and can thoroughly answer Ms. Dondero Loop's and Mrs. Mastroluca's questions. I would like to invite him to the table.

The purpose of this bill, as Ms. Bustamante Adams indicated, is to allow that flexibility. If we decide to start a charter school, and we get approved for a charter, a six-year term, there are a lot of things that come with that—a lot of responsibilities, different facilities that have to be provided, et cetera. One of our schools, which has a very extensive facility in a more challenged neighborhood, really brought a sense of community to the area. It still continues to thrive there. What we are trying to do when we have a charter approved, is we want to be able to negotiate the best possible deal on that facility for the children and for the parents who are going to be sending their children there. With an initial six-year charter that can be cancelled at any time based on performance; this simply allows us the negotiation option with that landlord to say that this is a six-year contract. It is up to us to do the good work to ensure that we are there for six years, but the bill gives us that negotiation benefit to do what is in the best interest of the children, their parents, and the taxpayers. That is the nature of the bill.

John McMillan, Principal, Flangas McMillan Law Group, Las Vegas, Nevada:

If Ms. Dondero Loop could repeat her question . . .

Assemblywoman Dondero Loop:

It is my understanding that in NAC regulations, the rule is that the facilities cannot be tied to the charter contract.

John McMillan:

That is correct.

Assemblywoman Mastroluca:

I was wondering why you would allow a charter school to enter into a contract with another EMO, and it appears to me that this language says that you could terminate a contract at any time and change to a different EMO. Is that correct?

John McMillan:

I would only provide the caveat that, obviously, there will be contractual terms upon which termination could occur. I think it would not prevent you from starting negotiations with another EMO that you may want to contract to once the current contract was terminated.

Assemblywoman Mastroluca:

I am not reading the language as you have just stated it. It says that it "Allows the governing body of the charter school to terminate the contract before the expiration of a contract; and Does not prohibit the governing body of the charter school from entering into a contract with another educational management organization." It would appear that, at any time, they could terminate the contract and change.

John McMillan:

I think that as a practical matter from a contractual point of view, there would not be language in there that just says, "We are free to terminate this contract without cause at any time we wish to terminate it." Principally, I would say that you would not want the disruption during the school year. According to the discussions we have had with the Department of Education, I am convinced that any contract we would enter into with the governing body would, obviously, have specific terms upon which termination would occur—performance-related or violation of the contractual terms, in which case the governing body would say we were not performing, and they could terminate the contract under those bases. They would then be free to enter into another contract with another educational management organization.

Assemblywoman Mastroluca:

I appreciate that and it is obvious from what you have stated that that is how Imagine Schools would operate, but this covers more than just Imagine Schools. There is no provision in here that would prevent a school from changing in the middle of a school year. I do have concerns with that language.

Assemblywoman Dondero Loop:

I am confused with the language of the bill. If you are saying, in the NAC you cannot tie facilities to the contract, then if you cannot tie, you cannot tie it. That is what is trying to happen here.

John McMillan:

In terms of the way that Imagine Schools operates, as a practical matter, Imagine Schools provides the facility to the charter school, so while they cannot be tied together, the ability of Imagine Schools to negotiate a favorable

arrangement with a landlord, is tied to the ability of Imagine Schools to have a long-term contract.

Assemblywoman Dondero Loop:

I concur with my colleague; this is not just about Imagine Schools. There are many other people who run charter schools in the State of Nevada, and with this economy, lots of things can happen to lots of businesses. Laws and statutes need to cover the broad, general business group running schools and not just one specific company.

John McMillan:

I understand that and I think one of the things that needs to be recognized is that these EMOs bring tremendous curriculum programs to the table. Just starting and stopping a program within two years does not do a service to the students, so if charter schools have an opportunity to start the program, implement it, and then recognize its results, that is important too.

Assemblyman Kirner:

I concur with my colleagues; we need to look at this in the broader perspective in terms of how it affects all charter schools. The only thing this bill is saying is instead of a two-year deal, you have a six-year deal, but the caveat to that is that you can cancel at any time.

Mr. McMillan might say that a charter school would enter into an agreement and would have termination clauses, but those termination clauses cannot usurp the state law. If the state law says a charter school can cancel at any time, it can cancel at any time.

Chris Ferrari:

I apologize for putting Mr. McMillan on the spot for technical reasons. Just for the record, to all of the concerns being raised, that was not part of the initial intent of the language; that was something done in drafting. If there were an interest in deleting paragraph (c) under section 1, subsection 2, that would certainly be amenable to the sponsor to clarify the intent because it is certainly a very relevant issue.

Another thing that has not been mentioned is the other benefit, aside from the lease arrangement. If a six-year lease is reached, that provides parents and their children with an opportunity to know that school is going to be in the same physical location for a six-year period. Obviously, anyone with children and the logistical challenges of work and everything else it brings, understands how critical that is. I want to make sure this is mentioned for the record.

Chair Bobzien:

Do we have additional questions for the panel we have before us? Seeing none, we will take additional members of the public who wish to testify in favor of A.B. 169.

Kathleen Conaboy, representing K12 Inc.:

Chris Ferrari and I discussed this bill because we are both representatives of EMO, and I am here to tell you that K12 Inc. supports the bill with full disclosure that I think would address Mrs. Mastroluca's and Ms. Dondero Loop's concerns. The board of the charter school holds the charter. It has full control over its own destiny. If, in deed, it has an underperforming or nonperforming EMO, that is the reason the caveats are in there, so the board can suspend the contract with its EMO and engage with another type of education. This has been a big issue over the years with the efficacy of EMOs and that is an important caveat to have in the bill, recognizing that we do an annual evaluation and submit a report to the Department of Education about various performance metrics for our EMOs.

Assemblywoman Mastroluca:

I am concerned that there does not seem to be a limit. I work with parent organizations for a living, and I understand what it is like when you get a group of parents together and sometimes find one person who is louder than the rest and says they do not like the way things are going. They do not have anything on paper, they do not have anything that says that the EMO is not meeting its goals, but they just do not like the way the EMO is running it. Based on this language, in the middle of the school year, they could just say we are going to change EMOs. It could be that another EMO came to them and said, "Hey, we could do better." Now they are swayed. This does not allow for any kind of process. It just says, at any point, a school can say it is done and switch.

Kathleen Conaboy:

I respect your concerns and I agree with you that there could be problems if this happened in the middle of the school year. Maybe, as Chris said, this is a drafting error and maybe tying it to the annual evaluation of the EMO would solve that problem.

Assemblywoman Mastroluca:

If we just changed it to six years, we are not looking as closely as we are when it is two years, are we?

Kathleen Conaboy:

We do an annual evaluation of our EMO and submit a report to the Department of Education. As I read this bill, I am supporting it because this is tying the six years to the facilities component of the services that are rendered by an EMO.

Assemblywoman Mastroluca:

And not to the way it is actually running, or to the educational achievements of the school? Is that correct?

Kathleen Conaboy:

I am looking at it again and it just says facilities or services related "to the operation of the charter school, including, without limitation, transportation, the provision of health services." That is the operational side of the house, and I am not sure and did not look at the statute more broadly to see if this has anything to do with the other kinds of services of which I am familiar with, the educational services.

Assemblywoman Dondero Loop:

What happens, in the world of charter schools, if one has a six-year lease and its charter is pulled? What happens? Do they have to keep paying for that? Has Imagine ever had a charter pulled?

Kathleen Conaboy:

I asked that very question of Mr. Ferrari earlier today and he assured me that the way Imagine does business is that they would retain the liability for the lease if their arrangement with the charter school was broken. I understand that you wanted to go beyond what is Imagine Schools' particular business style, but I do not know more broadly than that. The EMO I represent does not have facilities for instruction; we have just a business office. We enter into a long-term lease for our business operations. Our head of schools signs that on behalf of the governing board.

Brin Gibson, representing Nevada Connections Academy:

We support A.B. 169, and in particular, we support the additional contracting flexibility that the bill would provide.

Chair Bobzien:

Is there anyone else in favor of A.B. 169 in Carson City? [There was no one.] We will go back to Las Vegas.

Shaundell Newsome, Private Citizen, North Las Vegas, Nevada:

Unfortunately the parents of the 100 Academy of Excellence could not attend, so they asked me to let you know what their feelings about the bill are. They are always concerned about a contractual agreement that would put them in fear of losing their school. There is a lot of angst when parents have to think about that once they have already removed their children from another school. We have had extensive discussions with them, and they would be in support of any language that would allow agreement to be extended.

Chair Bobzien:

Are there any questions? [There were none.] Mr. McMillan, you are still at the table; did you have additional testimony to provide us today?

John McMillan:

No, sir. I do have on the next bill.

Chair Bobzien:

We will come back to Carson City. Do we have anyone opposed?

Keith Rheault, Ph.D., Superintendent of Public Instruction, Department of Education:

I am speaking on behalf of the Nevada State Board of Education today. At its last meeting in March, it reviewed a number of bills, specifically Assembly Bill 169. The Board voted to oppose the bill, not necessarily the content of the bill, but the fact that all of the information in this bill is already in regulation and has been regulated for at least eight years. To the best of the Board's knowledge, no one has come forward to say he wants to look at the piece that limits the contract to two years. It was opposed because it is already in regulation. If you look at the definition of an EMO in section 1, subsection 8, it is identical to what is in regulation. The Board can take care of everything that is in this bill except for the current regulation that limits it—the initial two-year contract. At the time that was put in, they did have specific reasons for the two years. Normally, on a new governing board or a new charter school, many times it does not know what it is getting with the educational management organization, so the current regulation was put in place to say that the school is authorized to do a two-year contract. Then if things work out and things are okay with that EMO, it goes for four years after that. That was the reason, to prevent getting tied into a six-year contract without knowing what the charter school was getting into with the EMO.

Assemblywoman Dondero Loop:

Does anything prevent anybody from saying they want a hundred-year lease?

Keith Rheault:

By regulation, when we review the applications for sponsorship, we do look, that first time, that it is a two-year contract with the EMO. That could be for educational services or facilities or both.

Chair Bobzien:

Is there anyone else wishing to speak in opposition? [There was no one.]
Is anyone neutral? [There was no one.]

Assemblywoman Bustamante Adams:

I do appreciate the comments made that we do need to keep it in a broad perspective. I also agree with Dr. Rheault, that at the beginning of producing these regulations we had not had EMOs in charter schools. However, that is no longer the case. We have had experience in the charter school system with EMOs, and that is why we are bringing forth this legislation where we need to have increased flexibility. The regulations currently state the two-year term with a four-year option. We are asking for the straight six years, with the ability to terminate at any time if it is due to poor performance or any other issue.

I do have a disagreement with Dr. Rheault on that. It is not necessarily controversial, more of a different perspective on how to approach the same solution.

Chair Bobzien:

In the meantime, I think there should certainly be more conversation between you and the people who have concerns regarding the measure. Thank you for bringing it forward.

We will close the hearing on A. B. 169 and move to A. B. 171.

[Assembly Bill 171](#): Revises provisions governing charter schools. (BDR 34-812)

Assemblywoman Teresa Benitez-Thompson, Washoe County Assembly District No. 27:

Assembly Bill 171 revises provisions governing charter schools. I have provided you with a handout so that you can follow ([Exhibit H](#)). To my left I have Dr. Rheault from the Department of Education to help with technical questions as we work through this bill.

This bill is very much like a combination pizza because, at its base, it is dealing with charter schools, but has a number of different items sprinkled on top of it. For that reason, I want to walk you through section by section, so we can discuss the changes in the bill.

Section 1, prescribes requirements for forming a charter school and this includes the requirements for formation of a committee, how that committee is comprised, and also, the application requirements. Under the status quo, if you go to section 1, subsection 1, the requirement for three teachers to serve on the board prohibits charter schools from allowing administrators to serve. The intent of this new language is to allow licensed educational professionals, such as administrators, to serve on the board in addition to licensed teachers.

Section 1, subsection 1, paragraph (b) also requires a parent to serve on the board, and paragraph (c) is to ensure a broad-based, diverse board that can better assist with laying the foundation for the charter school. This language also gives the charter schools and their sponsors the discretion they need to establish a good formation committee with a total of nine members.

If you move to subsections 5 and 6 in section 1, you will see the language "substantially complete and compliant." This is regarding a sponsor's application to the Department of Education. As you can see, the bulk of section 1 outlines the application process for a charter school, and that process is quite extensive. The charter school board must thoroughly outline to the Department of Education how it intends to operate that school.

Currently, law requires the Department to review the application to determine if it is complete or not. The new language added to this section allows the Department to take a more qualitative look at the application and determine if it is compliant. If not, it will assign staff to help resolve the deficiencies with the sponsors of the charter school. The intent of the new language in section 1, subsections 5 and 6 is to give more discretion to the Department of Education to assess the application and to work with the sponsors to address concerns or deficiencies. It also affords a sponsor of a charter school the opportunity to work with the Department as opposed to simply having their application sent back for a technical deficiency.

Page 6, section 2, subsection 6, lines 39 through 45 are stricken, as well as on the top of page 7, lines 1 through 4. The reason for this is because there is current legislation regarding the Charter School Institute bill, and if that bill passes, it will make the Subcommittee on Charter Schools obsolete. It is also my understanding that one of the reasons why the Charter School Institute bill is looking at making that Subcommittee no longer effective is due to the fact that right now, when a charter school submits an application, it goes to the Subcommittee first and many times charter schools reiterate that exact same testimony on the application to the Department of Education itself. This helps streamline that.

Page 7, section 1, subsection 6, lines 7 through 11, requires the Department of Education to make a finding based on objective criteria as to why an application was denied or not acted upon. Right now, the law does not speak to those situations in which the Department of Education reaches a stalemate when it is voting upon an application. There was a situation a while back where the Department of Education had a vote: five "for" and five "against" an application. There was not a clearly defined process within the law about what should happen with a stalemate. Although the stalemate continued through a couple of meetings, my understanding is that it was resolved. The hope with this language is that it will clearly carve a path for when an application is not acted upon and give reasons to that charter school, so that deficiencies can be resolved as opposed to simply throwing the application out.

Sections 3 and 4 address amendments to the written charter as initially proposed by the sponsors. The intent of the language on page 9, section 3, subsection 6, lines 9 through 23, and in section 4, subsection 1, paragraphs (d) and (e) is twofold. If a sponsor denies an amendment to a charter school, it has to provide the reasons for the denial in writing. It then requires the Department of Education to set forth a process regarding amendments. Right now this is not clearly laid out how a charter school brings an amendment and what the amendment should be comprised of, and its criteria. I do want to note that, while it gives more flexibility to work on those amendments, it does not prevent a sponsor from denying the amendment.

Section 5, clarifies that the Department of Education can require the charter school to report certain information to it. It also goes on to state that if the Department of Education requires information and through the process of collecting that data there is a cost to the charter school, the Department will be responsible for those costs. Many times, collecting data within the school data systems can require time and energy, so this is an acknowledgment of the fact that when information is being required, those costs will be covered.

Section 6 revises the composition of a charter school's governing board. In section 1, we spoke about the formation board; section 6 regards the governing board of the charter school. This is now requiring that at least two teachers—or one current teacher and one former teacher—will serve on that board. It also requires at least one parent or legal guardian of a student to serve on the board. It also has permissive language to allow the governing board of a charter school to adopt a regulation that they can reimburse each member up to \$80 for attending the monthly meeting. This puts the charter schools on parity with other schools.

The intent in section 7, subsection 1, lines 31 through 34, is for charter schools to be judged by the pupils to which they provide instruction with regard to the high school proficiency exam (HSPE). For example, let us say you have a senior in high school who transfers from a public school to a charter school. Let us say that charter school provides its services online through a virtual school. If that senior, at the end of the year, does not pass the HSPE, under the current law, it reflects negatively on the charter school. We feel that is not an accurate reflection of the quality of instruction that the charter school has provided. We are giving the language to better reflect the charter school's passing rate. This is important because of the funding that may be available through the Department of Education. This is a piece of the criteria the Department of Education looks at for that charter school.

Section 8 enables charter schools to contract services from school districts where their students reside. This is acknowledging the fact that within our charter school community, charter schools will provide services to students who reside within the boundaries of their school district but may not attend a charter school in their school district. This is just saying that wherever a student is, that charter school can contract services where that student resides.

Page 16, section 9, subsection 1, lines 3 through 7, requires the State Board to develop a process to provide information to charter schools on funding opportunities for the schools, so if there is money available to public schools, there would be a process by which the charter schools would get that information.

In section 9, subsection 4, paragraph (b), which is line 12, the amount apportioned to charter schools for administrative expenses is discussed. This is a parity issue; depending on who the sponsor of the charter school is it ranges from 1 to 1.5 percent. This creates parity, regardless of who the school's sponsor is, that those administrative reimbursement rates will be 1 percent.

The intent of the language in section 10 is to get a better handle on tracking students and where they are in the system. As it stands currently, children who are homeschooled apply for a waiver and that waiver is good indefinitely. Therefore, if there is a waiver for a child to be homeschooled in Grade 1 and in Grade 8 that child reenters and comes into the charter school system, the Department of Education needs a better way to know that child has exited the home schooling system and is now in a public or charter school.

You will see in section 11 that it repeals the Subcommittee on Charter Schools. Section 12 is where the Legislative Council Bureau (LCB) reserves the right to

change designations as needed. Section 13 dictates that this legislation takes effect July 1, 2011.

You will see there are a number of amendments to this bill, some that I introduced in the package, as well as some amendments for which the individual sponsors will be speaking to. So we will answer the questions you may have as the bill is written.

Chair Bobzien:

Thank you. That was a very thorough walk-through. Do we have any questions for Ms. Benitez-Thompson?

Assemblywoman Diaz:

I just need clarification on when you introduced section 8 of the bill regarding charter schools being able to contract services from school districts. What services are being referred to?

Keith Rheault, Ph.D., Superintendent of Public Instruction, Department of Education:

I do not have a thorough list, but, for example, they could contract food service. Most of them do not provide food, so they could contract the district to be a part of their food service presentation. It could be participating in school district professional development if it was available, and the district might let them participate for the cost for teachers. They could contract a variety of things.

Assemblyman Hansen:

In section 7, subsection 1, paragraph (e), at least 75 percent of the pupils enrolled in Grade 12 "in the charter school in the immediately preceding school year who have completed the required course work for graduation" must pass before the school can reapply for money. We have had testimony that the school districts, as a whole, are only graduating 50 percent. How come the standard for charter schools is significantly higher before they can apply for funds?

Assemblywoman Benitez-Thompson:

If I could ask for clarification?

Chair Bobzien:

Dr. Rheault, I think the question is about existing language in statute.

Keith Rheault:

Section 7 deals with the opportunity for a charter school, if they hit certain performance measures, to be exempt from auditing every year. These are performance measures. If you look at subsection 2 of section 7, it talks about if the school has 75 percent of its pupils pass, and it does these other requirements, we can allow a charter, instead of having an annual audit, to go to a three-year audit. It is a performance measure, not that they are being asked to do more than the school districts. It is a way to alleviate having an annual audit by achieving certain performance measures.

Chair Bobzien:

I remember the concept from years past is that if you are firing on all cylinders

Assemblywoman Mastroluca:

I am looking at section 9 where it says "The State Board shall prescribe a process which ensures that all charter schools . . . have information about all sources of funding . . ." Is that something that is currently done, or is it something that is personnel prohibitive?

Keith Rheault:

A little on the genesis of this bill: a lot of this information, if not all of it, was in a bill in 2009. This particular section was put in, and it was not a Department-sponsored bill. It was a mixture of people putting thoughts in. The intent was that the Department could do a better job than we currently did in providing information on all of the federal funding available, including local funding. We did not object to including this. By having it in statute, we would probably put all of the federal funding information for charter schools on our website.

Assemblywoman Mastroluca:

I thought that a lot of the federal funding went directly to individual districts and by being a charter school that was sponsored by the State Board of Education, it was more difficult to access federal funding.

Keith Rheault:

That is correct. If a charter school is sponsored by a school district, it is under the local education agency and it is entitled to the proportionate share of the federal funding the school district receives. There is a problem at the state level for the ten charter schools that are sponsored by the Board. That is one of the problems we hope to correct by something like a charter institute or a group that could be labeled a local education agency. Then they would be able and

entitled to the federal money just like the charter schools sponsored by a school district.

Currently, there are some restrictions. Even though this revision says the State Board shall prescribe a process that ensures they have all of the information, it does not mean they will qualify for all of the money that might be available.

Assemblywoman Mastroluca:

I do not want to put you into a position of having to provide information that really does not make sense. It is like saying, "Here is \$50,000 but you are not eligible to apply. If you were, you could, but you are not." It is rhetorical; you do not have to answer.

Keith Rheault:

My answer would have been rhetorical also.

Chair Bobzien:

Questions? [There were none.]

Assemblywoman Benitez-Thompson:

I have a package of proposed amendments that I would like to walk through quickly ([Exhibit I](#)).

Chair Bobzien:

We have series of amendments that you are giving your blessing to, and others that you wish to have considered, and presented, but you have not taken a position on. Is that correct?

Assemblywoman Benitez-Thompson:

Yes. The feedback and comments from the Committee are well worth the conversation.

We will begin with the first set of amendments ([Exhibit I](#)), Page 2, section 1, subsection 1, paragraph (a), lines 4 through 5 help to clarify to charter schools the intent that the forming committee may have retired licensed educational personnel. As long as they are licensed they can be active or not active. This clarifies for the charter schools that it can seek out those who meet those criteria.

Page 3, section 1, subsection 4, paragraphs (d) and (e), lines 41 through 45, in (d) you will see the added language for accepting applications. The sentence would read, in complete, "The proposed dates for accepting applications for enrollment in the initial year of operation of the charter school." Then

paragraph (e) will read, "The proposed system governance for charter school, including, without limitation, the number of persons who will govern the method of nominating and electing the persons who will govern and the term of office for each person."

The second amendment ([Exhibit I](#)) was submitted by Chris Ferrari on behalf of Imagine Schools and begins on page 12, section 6, adding a new subsection 1(c), which you will see criteria in this language in section 1, subsection 1 regarding the foundation or the committee to form the charter school. It takes the language and makes it applicable to the governing committee in terms of seeking out at least two members who possess knowledge in accounting, financial services, law, or human resources.

Keith Rheault:

The Department of Education was not sure Assembly Bill 171 would be coming forward, so we requested a bill draft to provide some charter revisions in the form of another bill. In looking at our bill, there were only three things we had in our bill that were not in A.B. 171. Ms. Benitez-Thompson has given you the first two amendments. The third amendment would be a new section of the bill to be added. Look at the change we are proposing in section 6, subsection 10 of the proposed amendment ([Exhibit I](#)). Currently, charter schools are required to provide the listing of all licensed personnel employed by the school, including their salaries and their teaching assignments. What we have run into with the advent and establishment of EMOs being used by charter schools that provide the teachers for the school is that they technically are not employees, and the Department does not get a report of the licensed staff if they are not employees. This section of the bill would clarify that it would be persons who are licensed pursuant to the Department of Education, Chapter 391 of the *Nevada Revised Statutes* (NRS) who are employed by, or under contract with, the governing body. At least we could get a listing of the teachers who are employed and the assignments they are performing. We use the assignments to make sure they are not teaching out-of-field. If they do not get reported as a teacher, we cannot compare to make sure the math teacher is teaching math.

I did have some questions on the second piece and what we meant regarding the amount of salary or compensation. We were not sure because the EMO personnel are under contract with the school and technically not an employee of the school and what they report as their salaries. We are trying to get a compilation of either salaries or what the EMO compensates them for. If you read that section, it says, ". . . compliance with subsection 7 . . ." That refers to a statute that was put in place by the Legislature four years ago. The Legislature was concerned with the compensation given to administrators of charter schools and that there was a limit on how much an administrator of a

charter school could be paid. If you do not know that part of the contract, we have no idea if the school is violating that section of the law or not. What we are asking for is whether a teacher is contracted or an employee of the school so, the Department knows who is in there teaching the students, how much the teacher is getting paid, and what subjects he is teaching to make sure he is teaching in his licensed area. That would be the intent.

Assemblywoman Benitez-Thompson:

The fourth amendment ([Exhibit I](#)) that you see seeks to clarify the types of deficiencies upon which a charter school may be revoked, by inserting the term "material." In NRS 386.535, you will see that word "material" added.

The amendment on section 5, is conceptual right now. What we are looking for is clarification on sports activities and whether pupils who attend a charter school can petition the school district to be involved in sports activities for the school in which they are zoned for. NRS 386.560 has language specifically excluding sports, but then further on in section 5, it specifically mentions allowing participation in sports.

Chair Bobzien:

We would like to go back to amendment 2 ([Exhibit I](#)).

Assemblywoman Mastroluca:

Amendment 2, section 6, subsection 1, paragraph (d), says "May include, without limitation, parents . . ." Why is that a "May" and not a "Must" or a "Shall?"

Assemblywoman Benitez-Thompson:

My understanding is that this language dictates who will be included on that board, as opposed to "May consist of" or "May include."

Chair Bobzien:

I believe the issue is that for some of the smaller charter schools, it is a challenge to have parents. Is that correct?

Assemblywoman Benitez-Thompson:

If we are too specific in the formula, it could be a challenge to find someone to fill each identified spot. If we give them more wiggle room, it might better serve.

Assemblywoman Mastroluca:

I will respectfully disagree. If you have a school made up of students, who in theory have parents or guardians, someone in that school should be willing to sit on this board, or maybe it is not a good idea to have it.

Chair Bobzien:

It is clearly a policy question for the Committee.

Assemblywoman Mastroluca:

I would just like to comment on Amendment 5 ([Exhibit I](#)). The Assemblywoman and I actually had a discussion on this. I believe part of the confusion that came about with these statutes has to do with trying to make sure that schools were not stacking the deck, per se. Consider the situation where a student transfers to a school who is a very good football player and, all of a sudden, you have three or four students transferring, and there are limitations that would say a student cannot play for the first year that they transfer into a school. That might be where some of this confusion came from.

Assemblywoman Benitez-Thompson:

I believe I have finished with all of my proposed amendments.

Chair Bobzien:

Is Assembly Bill 116 something that you are presenting as well, or is that coming forward? [A.B. 116 was not brought forward.]

Assemblywoman Benitez-Thompson:

Could someone provide me with a description of the amendment? ([Exhibit J](#))

Chair Bobzien:

Dr. Rheault, does this ring a bell?

Keith Rheault:

It does ring a bell, but I do not recall testifying on it. It looks like the amendment was requiring the board of trustees or the governing body of a charter school to transmit to the school district a copy of the employment record. That does sound familiar. When teachers were on a leave of absence, many of the teachers who leave the school district to go to a charter school, get a leave of absence for a couple of years and then come back. What has not been provided is the record of whether they were successfully evaluated at the charter school when they come back to the school district.

Is the question should this be added to A.B. 171? It would seem that it could fit within the bill since we have thirty other items revising charter schools.

Chair Bobzien:

This was an Interim Committee bill. We wanted to make sure we had a home for it.

Keith Rheault:

To be on the record, we do support A.B. 171. I did bring one additional amendment ([Exhibit K](#)). This is section 10, subsection 9 regarding the notification of homeschooled students coming back into the school. This was in the Department's bill, and it is amazing what this little section caused as far as concern with people in the state. I had five meetings with parents of homeschooled children on the requirement. In subsection 9, the first sentence, the revision strikes, "The parent of the child shall notify the superintendent of schools of the school district in which the child resides that the parent requests that the notice . . . to homeschool . . . be withdrawn." Their main complaint was that if the parent signs his child back up in the school district in which they reside, the school district should already know that and why should they have to duplicate? I tend to agree; that could be redundant. I have just provided the amendment, but I am requesting that the first sentence that I just referred to be deleted.

I also met with some charter school proponents on the second piece of that regarding the reporting of homeschooled students who enroll in a charter school. They added, "to the extent possible"—we can discuss this in a work session—so they were not penalized if every previously homeschooled student did not get reported. I can tell you the intent is just to clean up the books at the school district. There is no talking between most of the charter schools and the school districts. If a student signs up to be homeschooled, that is good for twelve years. You never clean up the books at the district level. By having the second piece that requires, at least, the charter schools to report back to the district, we can work on cleaning that up. If the student signs back up in the district, the district can clean up its own books. That is the amendment and I can discuss this in more detail at a work session if there is concern.

The second piece added a new sentence that reads, "This requirement to notify the school district in which the child resides in no way impacts the ability of the charter school to count the previously homeschooled child as an enrolled student on headcount day." There was some concern that we would use this, not to count the student, but once a homeschooled student signs up to go back to public school, whether charter or district, they are a public school student again. I did not have a problem with that amendment to make it clear. I have given the copies of this amendment to the secretary.

Chair Bobzien:

Let us take all of those in favor of the bill to the table.

Kathleen Conaboy, representing K12 Inc.:

We are the education management organization (EMO) for Nevada Virtual Academy. I would like to thank Assemblywoman Benitez-Thompson for bringing this bill forward. As you noted earlier, this was a bill in an earlier session, and a number of us worked on it very hard and lost the bill in the last couple of days of the session. Assemblywoman Benitez-Thompson has been very gracious in going through it with us and making sure that all of the issues important to us last session are still important to us.

I would also like to thank the Superintendent for the amendment he just discussed with you about the homeschooling. We, at the charter school, cannot make a parent tell us if his child was previously homeschooled. We wanted to clarify that we do, in fact, ask parents to sign a form that they have rescinded the notice of intent to homeschool. We want to make sure that if we made a good faith effort to have the appropriate documentation in place, that we would not be penalized as far as the Distributive School Account is concerned.

We wholeheartedly support the bill.

May I continue with the new amendment I have not seen before?

Chair Bobzien:

Yes.

Kathleen Conaboy:

I have seen the language in a bill that has not been scheduled yet. It is in the amendment regarding the transfer of personnel records. I ran this by legal counsel to Nevada Virtual Academy because I was concerned whether that was a good thing for us to agree to. He suggested to me that personnel records are confidential, and he does not believe we can transfer them back to the district. I spoke to Ms. Haldeman from Clark County School District (CCSD) about this, because I think CCSD was the initiator of this particular language. I sympathize with her having negative experiences with teachers coming back, but I am not sure the transfer of personnel files is a way to solve the issue. I do not know if there is a way to ask for a recommendation. I do not know how school districts handle it if teachers come from charter schools out of state, but I think it needs more thought to make sure we do not violate any employment laws.

Chair Bobzien:

I will take it that you are in an active conversation with Ms. Haldeman about that issue?

Kathleen Conaboy:

Yes, I am.

Chris Ferrari, representing Imagine Schools Nevada:

We have a minor amendment ([Exhibit L](#)). This is something we have been working on with Ms. Benitez-Thompson and all interested parties, as Ms. Conaboy conveyed since two years ago. It is talking about what that governing board and that committee should look like. One of the challenges all charter schools face is trying to find folks with the time and the expertise to ensure that the schools' application has merit and that it has the right folks providing that advice along the way. We do want to have quality licensed folks. When asking a teacher to make that time commitment, we are trying to find a balance. We want to ensure the concerns are met as it pertains to licensed personnel, but also ensure that we can benefit from education retirees who have that wealth of experience to contribute to help begin that charter school. That is what is reflected in our amendment which is in section 1, subsection 1, paragraphs (a) and (b).

We have one person who is educational personnel licensed pursuant to *Nevada Revised Statutes* (NRS) Chapter 391. One member is a current or retired school administrator as long as his or her license is held in good standing including, without limitation, a retired teacher. That language is taken from an existing statute which you can find in section 6 of this bill.

Chair Bobzien:

Do we have any questions for Mr. Ferrari?

Bart Mangino, Legislative Representative, Community and Government Relations, Clark County School District:

I will do my best as far as addressing that amendment regarding some of the commentary that was just made by Ms. Conaboy.

First, we are in support of A.B. 171 and most of the amendments. However, one of the things we want to follow up on is within the language—if I am allowed to address a bill that has not been heard yet—our primary concern is found in section 1 of that bill. In particular, we had some recommended language, as far as an amendment was concerned, if that bill were to be scheduled and we would be happy to present that to the Committee if it would assist in clarifying what has transpired up this point. The bottom line is that we

do encourage the support of information regarding teachers, administrators, and support staff who return to Clark County School District or public school upon a leave of absence having served at a charter school.

**John McMillan, Principal, Flangas McMillan Law Group,
Las Vegas, Nevada:**

In the interest of time and brevity, I would simply support Mr. Ferrari's comments and am available for questions from the members.

Elissa Wahl, Secretary, Nevada Homeschool Network:

We submitted a letter to the Committee with our proposed amendments, the things we wanted to see. Dr. Rheault spoke to one, which was the last thing he talked about with the homeschooled students not having to disenroll when students go to a charter school.

We also had a second very tiny thing that we wanted to discuss. In section 10, subsection 11, we were asking that the SAT, Preliminary SAT, and ACT be used as the registered trademark names instead of their acronyms. If you feel you can put that into an amendment and pass it, that would be great.

The section about all homeschooled students having to disenroll, we would really like to see that amendment pass in this bill.

Chair Bobzien:

I did have one question about the second point you brought to our attention about the SAT or is it the Stanford Test. Could you maybe go into that a little more about what the concern is there on how best to label those tests in statute?

Elissa Wahl:

What happened in the 2007 Legislative Session is that it said that school districts were supposed to have a listing on their website of where the different tests were going to be taken by homeschooled students. We did not, in any way, mean for them to list the elementary tests because homeschooled students do not need to take them. But they do need to take the PSATs and various other tests at the local public schools. We did not want the students to think we wanted them to take the elementary tests: we just meant the high school and the college entrance tests.

Chair Bobzien:

That is an interesting issue and we will check with our legal counsel as to what the typical method is for referencing those tests in statute. We will probably

come down on the side of whatever is consistent with what is in statute elsewhere.

Chair Bobzien:

Do we have anyone in Carson City to testify in support of A.B. 171? In opposition? Neutral? [There were none.] Ms. Benitez-Thompson, did you want to come back up and give us a pledge of working through these amendments again?

Assemblywoman Benitez-Thompson:

Yes, we will be working with everyone on their amendments. They raised very valid concerns and put forth some good language.

Chair Bobzien:

Thank you for your diligence on keeping track of all of these various bills out there and making sure that these fixes for charter schools are addressed.

I will close the hearing on A. B. 171. Do we have any further comment here or in Las Vegas? Do we have any other business to come before the Committee this afternoon? [There was none.]

We will not be having a meeting this Friday, but plan on a Friday meeting for April 8, 2011. We are racing to meet our deadlines.

The meeting is adjourned [at 5:03 p.m.]

RESPECTFULLY SUBMITTED:

Sharon McCallen
Committee Secretary

APPROVED BY:

Assemblyman David P. Bobzien, Chair

DATE: _____

EXHIBITS

Committee Name: Committee on Education

Date: March 28, 2011

Time of Meeting: 3:19 p.m.

Bill	Exhibit	Witness / Agency	Description
	A		Agenda
	B		Attendance Roster
A.B. 113	C	Mindy Martini	Work Session Document
A.B. 224	D	Mindy Martini	Work Session Document
A.B. 224	E	Dotty Merrill	Amendment
A.B. 169 and A.B. 171	F	Assemblywoman Bustamante Adams	Charter School Letter
A.B. 169 and A.B. 171	G	Assemblywoman Bustamante Adams	Charter School Letter
A.B. 171	H	Assemblywoman Benitez-Thompson	Presentation
A.B. 171	I	Assemblywoman Benitez-Thompson	Amendments Document
A.B. 171	J	Assemblywoman Benitez-Thompson	Proposed Conceptual Amendment
A.B. 171	K	Keith Rheault	Proposed Amendment
A.B. 171	L	Chris Ferrari	Proposed Amendment