

ESSENTIAL ELEMENTS OF THE 'OUTCOME-BASED SCHOOL' IDEA

Revised to
conf w/ Bob

Proposal

Comment

1. Purposes

- * Improve student learning
- * Make available learning opportunities not now ~~available where students live.~~
~~available where students live.~~
- * Increase innovation in learning methods.
- * Require the measurement of learning outcomes and create innovative methods of measuring outcomes.
- * Create autonomous public schools.
- * Establish new forms of accountability for schools.
- * Create new professional opportunities for teachers, including the opportunity to own the school or a department or program of the school.

This is the central objective. Other actions are instrumental.

Sometimes a local district just will not expand high-demand programs rapidly enough.

The essential idea is to make it possible to innovate. There is no point to a 'charter schools' process restricted so that it will produce a school just like the ones we have now.

Everything here is intended to strengthen public schools.

This is an important objective.

2. Definitions

- * A 'Agreement' is a document governing the formation and operation of a public school that is given the ability to design and run an innovative learning program and that, in return, will be accountable in terms of student performance.
- * Organizing Group: The educators, parents, etc. proposing to form the new school.
- * A 'Sponsor' is a public body authorized to permit such a school to operate as a public school.
- * An administered school is an existing public school, owned and run by its district.

3. Authorization

- * A local district or entity with the powers of a district, and the State Board of Education or entity of the state authorized to operate a public school, may authorize an outcome-based school.
- * The Sponsor need not approve the proposal from an Organizing Group; but if it does not it shall state in writing the reasons for its disapproval.

The concept contains everything necessary to implement also the concept of school-based decision-making.

A local board or district administration may also be an organizing group; as may an existing administered school.

See below #3

Accountable in terms of 'inputs' and adherence to its ~~contract~~ *Agreement*.

The concept of 'site management' is implemented where an existing, administered school becomes an Organizing Group and applies to its district for an Agreement.

i.e., intermediate, 'education district, etc.
i.e., university or college authorized to run a school

The Agreement is not automatic. No group would have a right to start a school simply by meeting certain criteria. The Agreement

- * The Agreement as proposed by the Organizing Group shall set out the plan for the school and the terms of the performance to be required. It shall describe:
 - Its membership and organization.
 - Its plan for instruction and education.
 - Its proposed location, size, facilities.
 - Its method of measuring student performance.

 - Its plan for racial balance and cultural diversity.
 - Its plan for serving special education needs.
 - Its procedures for receiving and handling state funds.
 - Its liability insurance coverage.

- * The application for an Agreement shall be deemed an application under Rules 3500.1000 for an Experimental Program. Organizing Group to suggest what rules to be waived. State Board to take a single action on all requests.

- * The authorization, if granted, shall not prescribe a size for the school, or restrict a size proposed; and shall not prescribe a location or restrict the school as to location.

- * School may be at any age-level.

is discretionary. This is basic to the approach. It is a contract arrangement, not a voucher arrangement.

An Agreement is for a school; not for an organization to use to set up multiple schools.

See #6 below. Until the state develops outcome measures the school will be held to the performance standards the school has proposed.

State Board has indicated it will be receptive to this. Cf its recent action for Rochester.

A state-sponsored school will, inevitably, be in somebody's district. A district-chartered school, similarly, may be in another district.

* The authorization, if granted, shall be for an indefinite term; subject to financial and student performance as described below.

See #6.

* There shall be no requirement for an Organizing Group to be turned down first by a local board, as a condition of applying to the state.

* No concept of "public convenience and necessity" shall be imposed.

i.e., no requirement to show that the local schools are ineffective, un-caring, etc.

* No limit on the number of Agreements that may be granted.

4. Organization

* The school shall be a legal entity, able to conduct business, to sue and be sued, etc.; and may take any form available under Minnesota law.

Public corporation, private for-profit corporation, private non-profit corporation, professional association, co-operative, etc.

* The Organizing Group and its school shall be non-sectarian.

5. Enrollment

* The school will be a school of choice.

School may set own application procedures, etc.

* The Organizing Group need not propose, and the Sponsor may not impose, restrictions on the type of students that may be served.

A new school, that is, will not be limited by the law to serving e.g., at-risk kids, or certain districts.

* School may define a specialty (age- or grade-level, subject-interest, etc.) but may not be selective re: individual students

Must give all who apply an equal chance of being chosen. Not pick just 'nice kids'; not reject for disciplinary record.

* School must observe law re: student rights.

6. Learning/Student Performance

* School will have to meet the performance standards (for students) it said in its application that it would meet. Will also be held responsible for accomplishing the other stated purposes.

* School will have to meet objective/outcome requirements if/when these are adopted by the state.

* No 'input' requirements: The school should be able to organize the program as it sees fit, re: use of time, people, resources, pedagogy, courses, etc.

* Student (and financial) performance will be reported to the state.

7. Financing

* Money will move with the student, as under present law for other schools of choice.

- Education revenue plus certain categoricals.

* Money will be paid to the school.

* Unspent balances belong to the school.

* School to accept state payment as full payment.

The new public schools thus become a major tool for the state in implementing the transition to an outcome-based system.

Again: The essential idea is to let people innovate. People who prefer the regulated school will continue to have that available, as a place to work or as a school in which their kids can enroll.

We do not want to construct a new bureaucracy for oversight.

Not revenue from excess levies or bond referenda.

See #10 below.

As in PSEO.

The incentive is important. See #11 below.

i.e., school may not charge fees to 'top up' what state pays.

Could accept foundation grants.

8. Facilities, Support Services

- * School may operate in public school buildings or may lease (or own) space in buildings in the community. Space must meet the requirements of a public building, re: codes, etc.
- * An existing public school district may lease space to one of the new schools on reasonable terms if it has space available.
- * Support services may be secured from a district in the same manner; or may be secured (singly or as a package) from organizations in the community.

'Packages' of such services are commercially available; or a new organization may be created to provide this 'nest' of support services for the schools.

9. Transportation

- * Handled in same manner as other support services.

Students in the outcome-based school could ride buses to the site (as non-public students do now). School could contract with district for shuttle to another site, as per #8 above.

10. Capacity

- * Schools will receive the additional dollar amounts available as 'compensatory aid' if they enroll the specified proportion of at-risk students.
- * A Sponsor may enter into an Agreement before an Organizing Group has secured its space, equipment, facilities and personnel, if the

Sliding scale from .1 to .6 for AFDC count over 6%. This aid will then go to the schools where at-risk kids are enrolled.

State will in effect operate

Organizing Group indicates this is necessary for it to raise working capital. State/district may make a grant to an Organizing Group to finance this stage of the formation of a new school.

- * State will help students/parents to learn about available schools, and to use these offerings. Schools will also be required to make information available.
- * State will require districts and schools to make information available.

11. Teachers

The teachers may own the school.

- * Teachers will be able to:
 - Maintain seniority status in district where they previously taught.
 - Maintain retirement account, and to contribute the equivalent of both (former) employee and employer share if they wish.
 - Enroll either in health plan their organization establishes or to have access, at their request and on reasonable terms, to the health plan of the Sponsor.

a small foundation (cf CQE)

Organizing group will finance the preparation of its application for an Agreement.

State Department of Education.

Legislature to appropriate funds

Could (and probably should, and would) continue to be members of the union. Since teachers are the owners there is no concept of bargaining.

- * Teacher-group free to organize the program of instruction and operation

Certificated teacher to be in charge of the school. Beyond this, application of State Rules Chapter 3510 (licensing) will be decided by teacher-group.

Teachers may be employed by the Organizing Group. In this event:

- * If the Organizing Group is applying to a district or to the state, the existing law on employer/employee relations applies.
- * Teacher-employees may elect to be represented under Chapter 179A.
- * Teachers will be able to:
 - Maintain seniority status
 - Maintain retirement account, and to contribute the equivalent of both (former) employee and employer share if they wish.
 - Enroll either in health plan their organization establishes or have access, at their request and on reasonable terms, to the health plan of the Sponsor.
- * Certificated teacher to be in charge of the school.

Governing body of the outcome-based school shall be the employer for purposes of Chapter 179A.

See #8 above.

Beyond this, application of State Rules Chapter 3510 (licensing) will be decided by teacher-group.

12. Revocation

- * The Sponsor may revoke for failure of the school to meet the requirements for student performance, for failure to meet standards of fiscal management, or for violations of law.
- * Due process to be followed in procedure for revocation.