

BEFORE THE ARIZONA STATE BOARD FOR CHARTER SCHOOLS

In the matter of:

FOUNDING FATHERS ACADEMIES, INC., a non-profit corporation, operating **JEFFERSON ACADEMY OF ADVANCED LEARNING**, a charter school

CONSENT AGREEMENT

This Agreement is entered into between Founding Fathers Academies, Inc., a nonprofit corporation operating Jefferson Academy of Advanced Learning, a charter school, and the Arizona State Board for Charter Schools, by and through their undersigned representatives, and provides the following terms and agreement:

I. RECITAL AND LEGAL AUTHORITY

1. The Arizona State Board for Charter Schools (“Board”) is charged by Arizona Revised Statutes (“A.R.S.”) §§ 15-182(E)(1) and (2) and 15-183(R) with granting charter status to qualifying applicants for charter schools and exercising general supervision over the charter schools it sponsors.

2. A charter establishing a charter school is effective for fifteen years. A.R.S. § 15-183(I).

3. The Board may revoke the charter of a school it sponsors at any time if the charter school breaches one or more provisions of its charter. A.R.S. § 15-183(I)(3).

4. The charter of Founding Fathers Academies, Inc. provides that the Board may revoke the charter for any violation of the charter, state, federal or local laws, ordinances or rules or regulations.

II. STIPULATED FACTS

5. Founding Fathers Academies, Inc. operates Jefferson Academy of Advanced

Learning (“the School”), a charter school established pursuant to A.R.S. § 15-181 *et seq.* and sponsored by the Board.

6. The School operates in Show Low, Arizona pursuant to a charter contract (“charter”) between Founding Fathers Academies, Inc. and the Board. The School is authorized to serve students in grades kindergarten through twelve.

7. Sandy Stewart is the Charter Representative and person authorized to execute documents on behalf of Founding Fathers Academies, Inc.

8. The charter between Founding Fathers Academies, Inc. and the Board was executed on May 24, 2002.

9. On March 8, 2012, the Board’s staff conducted a site visit to the School in the course of its five-year review of the charter pursuant to A.R.S. § 15-183(I)(3) and, as a result of the School’s student achievement results not meeting the Board’s definition of adequate academic performance, required Founding Fathers Academies Inc. to submit a corrective action plan in the form of a Performance Management Plan to the Board by July 1, 2012.

10. On July 4, 2012, Founding Fathers Academies, Inc. submitted an incomplete Performance Management Plan.

11. Pursuant to A.R.S. § 15-185(H), at its meeting on July 9, 2012, the Board voted to withhold 10% of Founding Fathers Academies, Inc.’s monthly state aid apportionment until compliance was demonstrated by Founding Fathers Academies, Inc. through its submission of a complete Performance Management Plan and satisfactory close-out of its corrective action plan as required by the Arizona Department of Education, Exceptional Student Services Division (“Department”). The Board further voted to issue a notice of intent to revoke the charter of Founding Fathers Academies, Inc.

12. On August 6, 2012, the Department notified Board staff that Founding Fathers Academies, Inc. had satisfactorily closed out its corrective action plan.

13. On August 13, 2012, Founding Fathers Academies, Inc. submitted a complete Performance Management Plan to the Board.

III. SETTLEMENT TERMS OF ADMINISTRATIVE ACTION

14. The Board and Founding Fathers Academies, Inc. agree that A.R.S. §§ 15-183(Q) and 41-1092.07(F)(5) provide that informal disposition of this matter may be made by stipulation, agreed settlement, consent order or default.

15. In consideration of the parties foregoing their option to proceed with the issuance of the notice of intent to revoke charter, it is in the best interests of the Board and Founding Fathers Academies, Inc. to mutually resolve this matter.

16. By entering into this Agreement, Founding Fathers Academies, Inc. and the Board agree to the recitals and the stipulated facts set forth in this Consent Agreement pertaining to the Board's July 9, 2012 decision to issue a notice of intent to revoke charter and to withhold 10% of the School's state equalization, and both parties agree that the stipulated facts will not be construed as uncontested facts in any subsequent actions by the Board.

17. Founding Fathers Academies, Inc., by entering into this Agreement, waives its rights to judicial review of the Board's July 9, 2012 decision.

18. This Agreement does not limit other actions the Board may take under the law if it determines that Founding Fathers Academies, Inc. is not in compliance with its charter or with state or federal law.

19. Founding Fathers Academies, Inc. agrees to amend its charter to require that within 10 days of the end of every calendar quarter (January 1, 2013 [for calendar quarter ending December 31, 2012], April 1, 2013 [for calendar quarter ending March 31, 2013] and July 1, 2013 [for calendar quarter ending June 30, 2013])¹ throughout the duration of the Performance Management Plan (“PMP”) developed by Founding Father Academies, Inc. (June 1, 2012 through May 30, 2013) and submitted to the Board on August 13, 2012, Founding Fathers Academies, Inc. shall complete and submit a Quarterly Report to the Board. Each Quarterly Report shall:

- A. Detail Founding Fathers Academies, Inc.’s progress on the implementation of the Action Steps identified in the PMP within the Timeline(s) identified;
- B. Provide evidence that the School is progressing toward the prescribed Targets, which includes a data comparison in chart and graph format depicting the School’s academic student performance; and
- C. Provide documentation of the School’s budget expenditures for the Action Steps implemented for the quarter.

20. The Board and Founding Fathers Academies, Inc. agree that if Founding Fathers Academies, Inc. fails to complete and timely submit its Quarterly Reports as provided in paragraph 19, the Board may take action under A.R.S. § 15-185(H) to withhold up to ten percent of the monthly apportionment of state aid that would otherwise be due Founding Fathers Academies, Inc. and may take action under A.R.S. § 15-183(I)(3) to issue a notice of intent to revoke the charter of Founding Fathers Academies, Inc. on the basis of its breach of this Consent

¹ Founding Fathers Academies, Inc.’s first Quarterly Report is due to the Board within 10 days of January 1, 2013. Founding Fathers Academies, Inc.’s second Quarterly Report is due to the Board within 10 days of April 1, 2013. Founding Fathers Academies, Inc.’s third Quarterly Report is due to the Board within 10 days of July 1, 2013.

Agreement which amended its charter and which resolved the issues for which the Board issued a notice of intent to revoke charter.

21. This Agreement is not binding on either party until both the Board and Founding Fathers Academies, Inc.'s governing board accept it by the number of votes necessary to pass a measure at a public meeting. This Agreement is effective immediately upon its approval and execution by the authorized representatives of Founding Fathers Academies, Inc. and the Board.

22. If either party rejects this Agreement or any part of it, then this Agreement is null and void and not binding on the parties and the Board is free to proceed with the charter revocation hearing.

23. Founding Fathers Academies, Inc. has had the opportunity to consult with an attorney prior to entering into this Agreement.

24. Each party shall be responsible for its own attorney's fees and costs in this matter.

Signed this ____ day of _____, 2012 for
ARIZONA STATE BOARD FOR CHARTER SCHOOLS

By: Jake Logan
President, Arizona State Board for Charter Schools

Signed this ____ day of _____, 2012 for
FOUNDING FATHERS ACADEMIES, INC and JEFFERSON ACADEMY OF ADVANCED
LEARNING

By: Sandy Stewart
Charter Representative
Founding Fathers Academies, Inc.

COPIES mailed this
_____ day of _____, 2012 to:

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By _____
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