

BEFORE THE ARIZONA STATE BOARD FOR CHARTER SCHOOLS

In the matter of:

LEGACY SCHOOLS
(a non-profit corporation)
and

LEGACY ELEMENTARY SCHOOL
(a charter school)

**CONSENT AGREEMENT FOR
RESTORATION OF CHARTER
UNDER A.R.S. § 15-241(U)**

This Agreement is entered into by Legacy Schools, a nonprofit corporation operating Legacy Elementary School, a charter school, and the Arizona State Board for Charter Schools, by and through its authorized representatives, and provides the following findings, conclusions, terms and agreement for the purpose of restoring Legacy Elementary School to acceptable performance pursuant to A.R.S. § 15-241(U):

I. FINDINGS OF FACT

1. Legacy Elementary School (“the School”) is a charter school established pursuant to Arizona Revised Statutes (“A.R.S.”) § 15-181 *et seq.* and sponsored by the Arizona State Board for Charter Schools (“the Board”).
2. The School operates pursuant to a charter contract (“charter”) between Legacy Schools, a nonprofit corporation organized under the laws of the state of Arizona, (“Charter Operator”) and the Board.
3. The School first began operating in the 2001-2002 school year and is currently authorized to serve students in grades Kindergarten through 8.
4. Under A.R.S. § 15-241, the Arizona Department of Education (“ADE”) compiles an annual achievement profile for each public school. The achievement profile is used to determine a school classification that designates each school as one of the following: (1) An excelling school; (2) A highly performing school; (3) A performing school; (4) An underperforming school; or (5) A school failing to meet academic standards. A.R.S. § 15-241(H).
5. In the Fall of 2007, ADE designated the School as a first year underperforming school under A.R.S. § 15-241 and the School was required to develop an improvement plan (Arizona School Improvement Plan or “ASIP”). A.R.S. § 15-

241(M).

6. In the Fall of 2008, ADE designated the School as a second year underperforming school under A.R.S. § 15-241.

7. In the Fall of 2009, the School remained designated as an underperforming school for a third consecutive year and was subsequently classified as failing to meet academic standards. A.R.S. § 15-241(O).

8. On December 1 and 2, 2009, ADE and Board staff conducted a joint evaluation of the School to determine if the School failed to: (1) properly implement its ASIP; (2) align the curriculum with Arizona's Academic Standards ("the Standards"); (3) provide teacher training; (4) prioritize the budget; or (5) implement other proven strategies to improve academic performance. A.R.S. § 15-241(V).

9. As to the School's implementation of its ASIP, ADE and Board staff found: the ASIP has not been revised and adjusted to address ongoing needs based on data; to some extent the School is actively and with consistency, reliability, and commitment implementing the ASIP as outlined by the specific steps, actions and prescribed timeline; and to a minimal extent the priorities of the Solutions Team Statement of Findings have been addressed.

10. As to the School's alignment of its curriculum with the Standards, ADE and Board staff found: there is not a process for monitoring, evaluating, and reviewing the curriculum in place; to a minimal extent the School has developed an explicit, written curriculum for at least Reading, Writing, and Math that is aligned with Standards down to the performance objective level; and to some extent there is a comprehensive curriculum that fully integrates the fine arts, social studies, and science for elementary grades served.

11. As to the School's provision of teacher training, ADE and Board staff found: professional development activities are not evaluated to determine effectiveness and relativity to the ASIP; teacher training activities are linked to the ASIP goals; to a minimal extent follow-up occurs after training sessions to provide feedback and to ensure that training is applied in the classroom; and to a minimal extent there is a plan to evaluate on-going, job-embedded professional development.

12. As to the School's prioritization of its budget, ADE and Board staff found: to a minimal extent resources are allocated to match the identified student needs outlined in the ASIP; to a minimal extent procurement of instructional materials and resources is consistently compliant with School calendar and instructional timelines; and to some extent School-wide comprehensive professional learning is funded to support continuous improvement of School staff learning.

13. As to the School's implementation of proven strategies to improve academic performance, ADE and Board staff found: to some extent systems and procedures are in place to create and maintain a safe school environment, a positive

climate and productive culture that sustains the instructional and school improvement process; to a minimal extent the School has a comprehensive assessment plan that utilizes data in a variety of ways to measure student performance and plan for teaching and learning; and to a minimal extent the School provides scientific research-based, intensive intervention strategies for those students who are identified as *Falls Far Below* or *Approaches the Standard* in AIMS Reading, Mathematics, or Writing.

14. In the joint evaluation of the School, ADE and Board staff also found:
- A. The School’s AIMS reading scores increased in 4th, 5th, 7th, and 8th grades from 2008 to 2009;
 - B. The School’s AIMS math scores increased in 3rd and 4th grades from 2008 to 2009; and
 - C. The School’s 2009 AIMS reading and math scores in comparison to the State’s average were:

	Reading (State Avg.) 2009	Reading Legacy 2009	Math (State Avg.) 2009	Math Legacy 2009
8 th grade	69%	62%	63%	23%
7 th grade	73%	57%	73%	39%
6 th grade	70%	45%	68%	27%
5 th grade	73%	74%	72%	47%
4 th grade	72%	73%	74%	67%
3 rd grade	72%	71%	73%	74%
% students scoring at the meets or exceeds levels on AIMS in 2009.				

15. In the joint evaluation of the School, ADE and Board staff also found: to some extent the roles and responsibilities of corporate entity, governing body and School leadership are consistently and appropriately implemented; to some extent the leadership is capable of supporting the School site in the allocation of resources (fiscal, human, physical and time) and in the ongoing monitoring and technical assistance necessary for the School to progress on their ASIP goals; to some extent School leadership demonstrates the skills necessary to lead a continuous school improvement process focused on increasing student achievement; and to a minimal extent the instructional staff is capable of supporting the School; utilizing sufficient knowledge of subject matter, instructional techniques and assessments.

16. On April 12, 2010, the Board received information regarding the joint evaluation to consider whether to take action to restore the School to acceptable performance or to revoke the Charter Operator’s charter under A.R.S. § 15-241(U).

II. CONCLUSIONS OF LAW

17. A.R.S. § 15-241(U) provides as follows:

If a charter school is designated as a school failing to meet academic standards, the department of education shall immediately notify the charter school's sponsor. The charter school's sponsor shall either take action to restore the charter school to acceptable performance or revoke the school's charter.

18. The School's designation as failing to meet academic standards subjects the Charter Operator to the revocation of its charter.

III. SETTLEMENT TERMS AND ORDER

19. In consideration of the Board foregoing its option at this time to proceed with revocation of the charter under A.R.S. § 15-241(U) and the parties proceeding to hearing, it is currently in the best interests of the Board and the Charter Operator to take action to restore the charter school to acceptable performance. "Acceptable performance" means the Board's determined level of adequate academic performance for status and growth, which requires that the School's reading and math AIMS scores must meet or exceed the State average percent proficient in reading and math on the state assessment, and, that the School must have a student growth percentile of no less than minus one standard deviation from the State median growth percentile in reading and math.

20. By July 1, 2010, the Charter Operator shall develop and submit to the Board a Performance Management Plan ("PMP") for reading and mathematics using the templates provided by the Board. The PMP is a strategic plan addressing the School's academic performance deficiencies and shall cover the period of July 1, 2010 through June 30, 2012. The Board shall identify the Measure, Metric, Target and Strategies for the PMP. The Charter Operator shall identify the Action Steps, Timeline, Responsible Party, Evidence of Meeting Action Steps, and Budget of the PMP. The Timeline(s) identified by the Charter Operator in the PMP must correspond with the Quarterly Report submission dates identified in paragraph 21. The PMPs to be submitted to the Board by July 1, 2010 shall be incorporated into this Agreement as Attachment A and B.

21. Throughout the duration of the PMP (July 1, 2010 through June 30, 2012) and within 10 days of the end of every calendar quarter (October 1, January 1, April 1, June 1), the Charter Operator shall complete and submit a Quarterly Report to the Board. Each Quarterly Report shall:

- Detail the Charter Operator's progress on the implementation of the Action Steps identified in the PMP within the Timeline(s) identified;
- Provide evidence that the School is progressing toward the prescribed Targets, which includes a data comparison in chart and graph format

- Provide documentation of the School's budget expenditures for the Action Steps implemented for the quarter.

22. Throughout the duration of the PMP (July 1, 2010 through June 30, 2012) and within 10 days of the end of the quarter (October 1, January 1, April 1, June 1), the Charter Operator shall provide a current list of the School's instructional staff that identifies each staff's content area assignments and highly qualified status that evidences that the School's teachers of core academic subjects (English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history, and geography) are "highly qualified" under the No Child Left Behind Act of 2001 (20 U.S.C. § 6301 *et seq.*).

23. By June 30, 2012 and for every year thereafter for the duration of the charter, the School's reading and math AIMS scores shall meet or exceed the State average percent proficient in reading and math on the state assessment.

24. By June 30, 2012 and for every year thereafter for the duration of the charter, the School must have a student growth percentile of no less than minus one standard deviation from the State median growth percentile in reading and math.

25. The Board and the Charter Operator agree that if the School fails to comply with the terms and conditions of this Agreement, the Board may, on no less than thirty (30) calendar days notice, hold a hearing at which time the Board will receive information to determine whether evidence exists that the Charter Operator has failed to comply with the terms and conditions of this Agreement, which includes the terms of the PMP to be submitted to the Board by July 1, 2010 and incorporated into this Agreement as Attachment A and B. If the Board determines that a breach of any of the terms and conditions of this Agreement has occurred, the Board may revoke the Charter Operator's charter to operate the School and any and all sites operated under the charter and terminate its charter contract for breach of this Agreement which resolved the issues identified above that provide a basis for the revocation of the charter of the Charter Operator.

26. By entering into this Agreement, the Charter Operator agrees to the findings of fact, conclusions of law, and settlement terms set forth in this Agreement and understands that it cannot contest any of the findings, conclusions or settlement terms in the future.

27. This Agreement does not limit other actions the Board may take under the law if it determines that the Charter Operator is not in compliance with its charter or with state or federal law.

28. This Agreement is not binding on either party until both the Board and the Charter Operator's Governing Board approve it by the number of votes necessary to pass a measure at a public meeting. The Agreement is effective immediately upon its

approval and upon execution by the authorized representatives of the Board and the Charter Operator.

29. If the Charter Operator 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 charter revocation proceedings.

30. The Charter Operator understands that it has the legal right to consult with an attorney prior to entering into this Agreement.

31. Each party is responsible for its own attorney's fees and costs in this matter.

ARIZONA STATE BOARD FOR CHARTER SCHOOLS

_____ Date: _____
By: Norm Butler
President
Arizona State Board for Charter Schools

LEGACY SCHOOLS and LEGACY ELEMENTARY SCHOOL

_____ Date: _____
By: Kathy Tolman
Charter Representative
Legacy Schools