

Freddie Woodson, Deputy Superintendent
 District/School Operations

SUBJECT: REQUEST SCHOOL BOARD APPROVAL TO NOTIFY LAWRENCE ACADEMY, INC., ON BEHALF OF LAWRENCE ACADEMY ELEMENTARY CHARTER SCHOOL OF THE PROPOSED NON-RENEWAL OF THEIR CHARTER SCHOOL AGREEMENT

COMMITTEE: INSTRUCTIONAL EXCELLENCE AND COMMUNITY ENGAGEMENT

LINK TO STRATEGIC FRAMEWORK: STUDENT, PARENT, AND COMMUNITY ENGAGEMENT

Section 1002.33(8), F.S., and the contract between the charter school and the School Board, provide for the non-renewal of a charter school contract.

History & Overview

Legal Entity (School Name)	Lawrence Academy, Inc. (Lawrence Academy Elementary Charter School)		
Implementation Year	2008-2009 SY		
Contract Term	4 years (expires June 30, 2012)		
School Address	713 West Palm Drive, Florida City, Florida 33034		
Maximum Contracted Enrollment	K – 5 / up to 350 students		
Current Enrollment	180 students / K - 5		
Status	Enrollment	School Grade	AYP Status
2010-11	167 Students K – 5	F	Not Met (82% of criteria met)
2009-10	134 Students K - 5	F	Not Met (82% of criteria met)
2008-09*	39 Students K - 2	--	--

**The grade configuration in the implementation year did not generate students in accountability grades*

The initial charter school contractual agreement for Lawrence Academy, Inc., on behalf of Lawrence Academy Elementary Charter School (Lawrence or School), was approved by The School Board of Miami-Dade County, Florida (School Board), on April 19, 2007 for a term of ten years, commencing with the 2008-2009 school year. The School Board approved a contract amendment on August 4, 2011 to change the school's location to its current address of 713 West Palm Drive, Florida City, Florida, 33034, and, based on the School's academic performance (two consecutive F's), to reduce the School's contract term to four years and placing the School on academic probation for the final year of its term.

Non-Renewal- of Contract

Section 1002.33(8)(a), F.S., provides that a sponsor may choose to not renew or terminate a charter school for any of the following: (1) failure to meet the requirements for student performance stated in the charter, (2) failure to meet generally accepted standards of fiscal management, (3) violation of law, and/or (4) other good cause shown.

Section 1002.33(20)(a), F.S., details the services that districts must provide charter schools as a function of the administrative fee retained by the district. Miami-Dade County Public Schools has not only complied with these minimum requirements, but far exceeded the level of support required. Additionally, as a school classified as a Correct II School under the State of Florida's Differentiated Accountability Plan, the school was provided with the following additional resources: full-time Reading and Mathematics coaches, and a part-time Science Coach, funded by the District. District staff, from various departments, has assisted Lawrence on numerous occasions with its issues/concerns and provided technical assistance by telephone or in person.

Through a thorough program review, pursuant to § 1002.33(8)(a) F.S., Lawrence has demonstrated poor academic performance and has not successfully met the academic performance requirements stated in the law and the charter contract; therefore, there exists good cause not to renew the charter school contractual agreement with Lawrence, specifically for the following reasons:

Failure to Meet Required Standards of Academic Performance

- A. Failure to participate in the state's educational accountability system created in § 1008.31 F.S., as required in this section, or failure to meet the requirements for student performance stated in the charter as required by § 1002.33 (8)(a)(1), F.S. [Contract, Section I(D)(1)(a)]
- B. Failure to make sufficient progress in attaining the student achievement objectives of the charter and it is not likely that such objectives can be achieved before expiration of the charter as stated in §1002.33(7)(a)(12). [Contract, Section I(D)(1)(e)]
- C. Substantially inadequate student performance. [Contract, Section I(D)(2)(b)]
- D. Receiving a grade of "F" in any two years. [Contract, Section I(D)(2)(c)]
- E. Failure to make adequate academic progress under state and federal laws or standards. [Contract, Section I(D)(2)(d)].
- F. Failure to provide Special Education (SPED) students and English Language Learners (ELL) with programs and services in accordance with federal, state and local policies. [Contract, Section I(D)(3)(I)]

Key Findings

- The School has failed to meet the requirements for student performance for the 2009-10 and 2010-11 school years.
- Based on the findings of the Application Review Committee, the Curriculum and Compliance Review conducted by the office of Charter School Operations (CSO), and interim test data, sufficient progress is not being made, and it appears that the School will not be able to improve its academic standing prior to the expiration of the charter.
- Accountability data reflects that the percent of students scoring at or above grade level in Reading and Mathematics and the percent of those students meeting the Writing standard decreased after the initial award of an “F” grade in the 2009-10 school year.
- Under the State’s A+ Educational Plan, the School awarded a grade of “F” for the 2009-10 and 2010-11 school years.
- The School failed to meet Adequate Yearly Progress (AYP) standards for the 2009-10 and 2010-11 school years, achieving only 82% of the required performance criteria for each of those years.
- The 2011-12 Curriculum and Compliance review conducted by CSO, and the program review for contract renewal indicate that the School has consistently failed to provide quality services for SPED or ELL students defined in the School’s contract and as required by federal and state law.

Charter School Renewal Process

On February 17, 2012, pursuant §1002.33(7)(12), F.S., and School Board Policy 9800, *Charter Schools*, the Application Review Committee (ARC) was convened to review the School’s renewal application and by a majority vote, determined that the School did not meet the minimum standards required for contract renewal, and thus, recommended to allow the current contract to expire at the end of the 2011-12 school year.

Key Findings:

- The School has been identified as a Differentiated Accountability, Correct II school based on the award of a school grade of “F” for the 2009-10 and 2010-11 school years.
- The School failed to meet AYP status for the 2009-10 and 2010-11 school years.
- The School has failed to meet proficiency standards on the FCAT for the 2009-10 and 2010-11 school years;
- The School has failed to ensure that all students demonstrate learning gains in the 2009-10 and 2010-11 school years.
- The School has failed to achieve or make significant progress towards achieving the school vision/mission as defined in the contract.
- The School has failed to implement effective instructional techniques that support struggling students achieve grade level standards.
- The School failed to provide services and programs as required by federal and state law for its SPED and ELL students.

- The School did not submit an adopted budget to the Sponsor as required for the 2011-12 school year.

Because of the School's inability to make sufficient academic progress as required and issues regarding the provision of programs and services to its SPED and ELL students, it is requested that The School Board, Miami-Dade County, Florida, authorize the Superintendent to notify Lawrence of the proposed non-renewal of the contract pursuant to § 1002.33(8), F.S. If Lawrence Academy, Inc., requests a hearing pursuant to § 1002.33(8)(b), F.S., and School Board Policies 9800, *Charter Schools*, and 0133, *Quasi-Judicial Proceedings*, the request will be forwarded to the Division of Administrative Hearings (DOAH) to conduct a Chapter 120 Hearing. At the conclusion of any hearing, DOAH will send a recommendation to the School Board for the School Board's approval. The School Board decision will be the Final Order subject to judicial review.

The School has been notified that during the pendency of these proceedings, any unencumbered public funds from the charter school, district school board property and any improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the charter school, in the possession of any person, entity, or holding company, other than the charter school, shall not be removed, altered, sold, and/or disposed. District staff will closely monitor the operations of the school. If the contract is non-renewed, District staff is prepared to assist students with enrolling in other district schools for the 2012-2013 school year.

Copies of the charter school contract and the charter school renewal application will be transmitted to the School Board Members under separate cover and will be available for inspection by the public in the Office of Board Recording Secretary, Room 924, and in the Citizen Information Center, Room 158, 1450 N.E. Second Avenue, Miami, Florida 33132.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to notify Lawrence Academy, Inc., on behalf of Lawrence Academy Elementary Charter School of the proposed non-renewal of the charter school contract.

FW:nlb