ATTACHMENT 1

AGREEMENT

This Agreement is between the Arizona State Board for Charter Schools ("Board") and Aprender Tucson ("Aprender") to resolve matters related to the Board's decision to deny Aprender's request to renew its charter for the operation of Southside Community School ("School").

Parties

The Board is the state agency required to exercise general supervision over charter schools sponsored by the Board. A.R.S. § 15-182(E)(1).

Aprender operates the School, a charter school that is sponsored by the Board and is subject to the statutory provisions set out in A.R.S. § 15-181 *et seq.*

Recitals

1. When the Board sponsors a charter school, the parties enter into a fifteen (15) year contract ("charter") that governs the responsibilities of each of the parties. A.R.S. § 15-183(I).

2. Prior to the expiration of the charter, the charter school may apply for renewal. A.R.S. § 15-183(I)(1).

3. For charter schools it sponsors, the Board is required to determine if the charter should be renewed based on its judgment whether the charter holder has met the statutorily set out requirements. A.R.S. § 15-183(I)(1).

4. The Board may deny the request for renewal if, based on its judgment, the charter school has not met the requirements set out in statute. A.R.S. § 15-183(I)(1).

5. Aprender submitted a timely application for renewal on January 3, 2015.

6. At the March 9, 2015 Board meeting, the Board denied Aprender's request for the renewal of its charter because, based on its judgment, Aprender failed to meet or make sufficient

progress toward the academic performance expectations set forth in the Board's academic performance framework.

7. The Board's denial of Aprender's request for the renewal of its charter also provided an opportunity for the parties to negotiate an agreement under which a renewal contract could be granted subject to the conditions specified by the Board.

8. In full resolution of all matters relating to the non-renewal of Aprender's charter, the parties have agreed to all the terms and conditions as set out in Attachments A, B, and C which are incorporated as if fully set forth herein. This Agreement encompasses fiscal years 2015, 2016, and 2017.

9. Aprender waives any further right of appeal related to the terms and conditions of this Agreement.

General Terms and Conditions

10. This Agreement may be executed in one or more counterparts, each of which is equally admissible in evidence and each of which shall fully bind each party who has executed it. The persons executing this Agreement on behalf of the parties hereby represent and guarantee that they have been authorized to do so, on behalf of themselves and the entity they represent.

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

12. Both parties agree that a resolution of this issue is in the best interest of the Board and Aprender.

13. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assignees.

14. This Agreement shall be governed by and construed in accordance with the law of the State of Arizona without regard to its principles of choice of law. Venue for any action to enforce this Agreement shall be in Maricopa County, Arizona.

15. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and may not be modified or amended except by written instrument, signed by each of the parties hereto.

16. Should any provision of this Agreement be held invalid or held unenforceable, such illegality or unenforceability shall not invalidate the whole of this Agreement, but rather this Agreement shall be construed as if it did not contain the illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly.

17. Aprender understands that it has the legal right to consult with an attorney prior to entering into this Agreement.

18. Each party is responsible for its own legal fees and costs in this matter.

ARIZONA STATE BOARD FOR CHARTER SCHOOLS

_____
By: Janna Day
President, Arizona State Board for Charter Schools
Date: _____

APRENDER TUCSON

_____
By: Christine Curtis
Charter Representative, Aprender Tucson
Date: _____

ATTACHMENT A

APRENDER TUCSON AGREEMENT TERMS

1. The Board and Aprender will enter into a renewal charter contract for 20 years beginning July 1, 2015 pursuant to A.R.S. § 15-183(J).

2. Aprender represents that it has or shall administer the Galileo benchmark assessment aligned to Arizona's College and Career Ready Standards to all of its students in all grades as an end-of-the-school-year assessment ("Post-test") prior to June 30, 2015.

3. Aprender shall calculate and report[1] the following data, disaggregated by math and reading, to the Board staff:

A. **[Student Growth Percentile ("SGP") 1a]**[2] The median growth scores from the Galileo growth and achievement reports for the Post-test administered in fiscal year 2015 ("FY2015")(July 1, 2014 to June 30, 2015) for all students and for full academic year ("FAY")[3] students;

B. **[SGP Bottom 25% (or Improvement) 1b]** The median scores from the Galileo growth and achievement reports for the Post-test administered in FY2015 for all students and for FAY students whose performance is in the bottom 25% of each class;

C. [**Percent Passing 2a]** The percentage of students scoring "Meets" or "Exceeds" on the Galileo growth and achievement reports for the Post-test administered in FY2015 for all students and for FAY students; and

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[1] The format of the report is identified in paragraph 11.

[2] References in brackets identify the measures on the Board's Academic Performance Dashboard that align with the data to be provided under this Agreement.

[3] "FAY" means students who were enrolled at the School within the first ten days of the School's calendar year and continuously enrolled up until the first day of statewide achievement testing.

D. **[Percent Passing SPED[4] 2c]** The percentage of SPED students scoring "Meets" or "Exceeds" on the Galileo growth and achievement reports for the Post-test administered in FY2015 for all students and for FAY students.

4. Aprender shall administer Galileo and Signposts/DRP benchmark assessments aligned to Arizona's College and Career Ready Standards to all of its students in all grades at the following intervals in fiscal year 2016 ("FY2016") (July 1, 2015 to June 30, 2016) and fiscal year 2017 ("FY2017")(July 1, 2016 to June 30, 2017):

i. Beginning-of-the-School-Year ("Pre-test")(no later than September 30, 2015);

ii. Winter (no later than December 22, 2015);

iii. Spring (no later than March 8, 2016);

iv. End-of-the-School-Year (aka "Post-test")(no later than May 17, 2016);

v. Pre-test (no later than September 30, 2016);

vi. Winter (no later than December 30, 2016);

vii. Spring (no later than March 15, 2017); and

viii. Post-test (no later than May 15, 2017).

5. For each of its administrations of the Galileo and Signposts/DRP benchmark assessments identified in paragraph 4, Aprender shall calculate and report[5] the following data, summaries and underlying support data, disaggregated by math and reading, to the Board staff:

A. **[SGP 1a]** The Galileo growth and achievement reports. The median change in scores from the previous administration of Galileo and Signposts/DRP benchmark

[4] "SPED" means students who have been identified to the Arizona Department of Education as students with disabilities.

[5] The format of the report is identified in paragraph 11.

assessments[6] in FY2016 and FY2017 for the following student populations at the School:

i. All students;
ii. FAY students; and
iii. FAY students for two consecutive years.

B. **[SGP Bottom 25% (or Improvement[7]) 1b]** The Galileo growth and achievement reports. The median change in scores from the previous administration of Galileo and Signposts/DRP benchmark assessments in FY 2016 and FY2017 for students whose performance is in the bottom 25% of each class for the following student populations at the School:

i. FAY students; and
ii. FAY students for two consecutive years.

C. **[Percent Passing 2a]** The percentage of students scoring "Meets" or "Exceeds" on the most recent Galileo assessment in FY2016 and FY2017. The percentage of students scoring "On" or "Above" Grade Level on the most recent Signposts/DRP benchmark assessments in FY2016 and FY2017. This information shall be reported for the following student populations at the School:

i. All students;
ii. FAY students; and
iii. FAY students for two consecutive years.

D. **[Percent Passing English Language Learners ("ELL")[8] 2c]** The percentage of ELL students scoring "Meets" or "Exceeds" on the most recent Galileo benchmark assessment in FY2016 and FY2017. The percentage of ELL students scoring "On" or "Above" Grade Level on the most recent Signposts/DRP benchmark assessments in FY2016 and FY2017. The percentage of reclassified ELL students following the end-of-the year AZELLA test in FY2016 and FY2017 (end of year only). This information shall be reported for the following student populations at the School:

i. All ELL students;

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[6] The data for the Galileo and Signposts/DRP benchmark assessments shall be calculated and reported separately.

[7] If the School is classified as an Alternative School at any time during this Agreement, the reporting of this data shall align to the "Improvement" measures in the Board's Academic Performance Framework.

[8] "ELL" means students who have been identified to the Arizona Department of Education as ELL by Aprender.

ii. FAY ELL students; and
iii. FAY ELL students for two consecutive years.

E. **[Percent Passing Free-and-Reduced-Price Lunch ("FRL")[9] 2c]** The percentage of FRL students scoring "Meets" or "Exceeds" on the most recent Galileo benchmark assessments in FY2016 and FY2017. The percentage of FRL students scoring "On" or "Above" Grade Level on the most recent Signposts/DRP benchmark assessments in FY2016 and FY2017. This information shall be reported for the following student populations at the School:
   i. All FRL students;
   ii. FAY FRL students; and
   iii. FAY FRL students for two consecutive years.

F. **[Percent Passing SPED 2c]** The percentage of SPED students scoring "Meets" or "Exceeds" on the most recent Galileo benchmark assessments in FY2016 and FY2017. The percentage of SPED students scoring "On" or "Above" Grade Level on the most recent Signposts/DRP benchmark assessments in FY2016 and FY2017. The percentage of students meeting their Individualized Education Program ("IEP") goals. This information shall be reported for the following student populations at the School:
   i. All SPED students;
   ii. FAY SPED students; and
   iii. FAY SPED students for two consecutive years.

6. The data from Aprender's Galileo FY2015, FY2016 and FY2017 Post-test benchmark administrations, disaggregated by math and reading, shall demonstrate improved academic performance as follows:

A. **[SGP Math 1a]** The data for FY2016 and FY2017 Galileo Post-tests shall demonstrate an increase in median student growth of no less than 4 percentage points from the Galileo Post-test scores from the previous fiscal year in each of the three student populations specified in paragraph 5.A ;

B. **[SGP Reading 1a]** The data for FY2016 and FY2017 Galileo Post-tests shall demonstrate an increase in median student growth of no less than 6 percentage points from the Galileo Post-test scores from the previous fiscal year in each of the three student populations specified in paragraph 5.A;

[9] "FRL" means students who are identified as eligible for free or reduced-price lunch by the Arizona Department of Education.

C. **[SGP Bottom 25% (or Improvement) Math 1b]** The data for FY2016 and FY2017 Galileo Post-tests shall demonstrate an increase in student median growth of no less than 2 percentage points[10] from the Galileo Post-test scores from the previous fiscal year in both of the student populations specified in paragraph 5.B;

D. **[SGP Bottom 25% (or Improvement) Reading 1b]** The data for FY2016 and FY2017 Galileo Post-tests shall demonstrate an increase in student median growth of no less than 3 percentage points from the Galileo Post-test scores from the previous fiscal year in both of the student populations specified in paragraph 5.B;

E. **[Percent Passing Math 2a]** The data for FY2016 and FY2017 Galileo Post-tests shall demonstrate an increase in student proficiency of no less than 6 percentage points from the Galileo Post-test scores from the previous fiscal year in each of the three student populations specified in paragraph 5.C;

F. **[Percent Passing Reading 2a]** The data for FY2016 and FY2017 Galileo Post-tests shall demonstrate an increase in student proficiency of no less than 6 percentage points from the Galileo Post-test scores from the previous fiscal year in each of the three student populations specified in paragraph 5.C ;

G. **[Percent Passing SPED Math 2c]** The data for FY2016 and FY2017 Galileo Post-tests shall demonstrate an increase in student proficiency of no less than 4 percentage points from the Galileo Post-test scores from the previous fiscal year in each of the three student populations specified in paragraph 5.F; and

H. **[Percent Passing SPED Reading 2c]** The data for FY2016 and FY2017 Galileo Post-tests shall demonstrate an increase in student proficiency of no less than 6 percentage points from the Galileo Post-test scores from the previous fiscal year in each of the three student populations specified in paragraph 5.F.

7. If any of the measures being reported under paragraph 6 (A through H) "meet" the Board's academic performance standards on the Board's FY2015 Academic Performance Dashboard, Aprender is waived from its percentage points increase requirement for that measure for FY 2016; Aprender will continue to meet the reporting requirements for all other measures under paragraph 6.

[10] The School met the Board's standard in this measure for both math and reading on the 2014 Academic Performance Dashboard.

8. If any of the measures being reported under paragraph 6 (A through H) "meet" the Board's academic performance standards on the Board's FY2016 Academic Performance Dashboard, Aprender is waived from its percentage points increase requirement for that measure for FY2017; Aprender will continue to meet the reporting requirements for all other measures under paragraph 6.

9. Upon the effective date of this Agreement, Aprender shall implement the action steps stated in its Performance Management Plan ("PMP") set out in Attachment B and shall report the following to Board staff:

i. Evidence that Aprender has continued to implement a comprehensive curriculum system as described in the attached PMP;

ii. Evidence that Aprender has continued to implement a comprehensive assessment system as described in the attached PMP;

iii. Evidence that Aprender has continued to implement a comprehensive instructional monitoring system as described in the attached PMP; and

iv. Evidence that Aprender has continued to implement a comprehensive professional development system as described in the attached PMP.

10. The reports[11] required under this Agreement shall be submitted to Board staff on the following dates:

A. No later than October 30, 2015 (shall contain the Galileo growth and achievement reports, data summaries, and underlying support data identified in paragraph 3(A-D) from the Galileo Post-test administered in FY2015 for all students and for FAY students. Shall contain the Galileo growth and achievement reports and the data identified in paragraph 5(A-F) from the FY2016 Pre-test administrations of Galileo and Signposts/DRP benchmark assessments. Shall contain the evidence required under paragraph 9);

B. No later than January 22, 2016 (shall contain the Galileo growth and achievement reports and the data identified in paragraph 5(A-F) from the FY2016 Winter

[11] The format of the report is identified in paragraph 11.

administration of Galileo and Signposts/DRP benchmark assessments. Shall contain the evidence required under paragraph 9);

C. No later than April 15, 2016 (shall contain the Galileo growth and achievement reports and the data identified in paragraph 5(A-F) from the FY2016 Spring administration of Galileo and Signposts/DRP benchmark assessments. Shall contain the evidence required under paragraph 9);

D. No later than June 15, 2016 (shall contain the Galileo growth and achievement reports and the data identified in paragraph 5(A-F) from the FY2016 Post-test administration of Galileo and Signposts/DRP benchmark assessments. Shall contain the comparison of the data summaries and underlying support data identified in paragraph 5(A-F) from the FY2015 to the FY2016 Post-test administrations of Galileo. Shall contain the evidence required under paragraph 9);

E. No later than October 30, 2016 (shall contain the Galileo growth and achievement reports and the data identified in paragraph 5(A-F) from the FY2017 Pre-test administrations of Galileo and Signposts/DRP benchmark assessments. Shall contain the evidence required under paragraph 9);

F. No later than January 30, 2017 (shall contain the Galileo growth and achievement reports and the data identified in paragraph 5(A-F) from the FY2017 Winter administration of Galileo and Signposts/DRP benchmark assessments. Shall contain the evidence required under paragraph 9);

G. No later than April 15, 2017 (shall contain the Galileo growth achievement reports and data identified in paragraph 5(A-F) from the FY2017 Spring administration of the Galileo and Signposts/DRP benchmark assessments. Shall contain the evidence required under paragraph 9) ; and

H. No later than June 15, 2017 (shall contain the Galileo growth and achievement reports and the data identified in paragraph 5(A-F) from the FY2017 Post-test administration of Galileo and Signposts/DRP benchmark assessments. Shall contain the comparison of the data summaries and underlying support data identified in paragraph 5(A-F) from the FY2016 to the FY2017 Post-test administrations of Galileo. Shall contain the evidence required under paragraph 9).

11. The reports required under this Agreement shall be submitted in the format identified in Attachment C.

12. If the School receives two consecutive overall ratings of “Meets” or “Exceeds” on the Board’s Academic Performance Dashboard in FY2016 or FY2017, Aprender will be waived from submitting the reports required under paragraph 9 as long as the data submitted under paragraph 5 demonstrates that the academic performance for the School is not declining. If the data submitted under paragraph 5 demonstrates that the academic performance for the School is declining, Aprender’s waiver will be terminated. The grant or termination of a waiver under this paragraph shall be determined by Board staff.

13. Aprender’s charter contract will terminate on June 30, 2016 if Aprender does not meet the terms and conditions contained in this Agreement for FY2016. Notwithstanding any other terms of the Agreement or this Exhibit, should Board staff believe that Aprender has not met the terms and conditions of this Agreement for FY 2016, staff will present its findings to the Board at a public meeting in June 2016, and Aprender will have an opportunity to address the Board regarding staff’s findings and any other matters that are related to its performance under the renewal contract and this Agreement. The final determination regarding whether Aprender has or has not met the terms of the Agreement will be made by the Board at that public meeting.

14. Aprender’s charter contract will terminate on June 30, 2017 if Aprender does not meet the terms and conditions contained in this Agreement for FY2017. Notwithstanding any other terms of the Agreement or this Exhibit, should Board staff believe that Aprender has not met the terms and conditions of this Agreement for FY 2017, staff will present its findings to the Board at a public meeting in June 2017, and Aprender will have an opportunity to address the Board regarding staff’s findings and any other matters that are related to its performance under the renewal contract and this Agreement. The final determination regarding whether Aprender has or has not met the terms of the Agreement will be made by the Board at that public meeting.

15. Beginning in FY2018, the School, if operating, will continue to be monitored in accordance with the Board's Academic Performance Framework.

ARIZONA STATE BOARD FOR CHARTER SCHOOLS

_____
By: Janna Day
President, Arizona State Board for Charter Schools
Date: _____

APRENDER TUCSON

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