CONSENT AGREEMENT

This Consent Agreement ("Agreement") is made by and between ***[Charter Holder Name]*** ("***[Charter Holder Name]***") and the Arizona State Board for Charter Schools ("Board"), collectively referred to herein as the "Parties."

RECITALS

1. Charter schools are established to provide a learning environment that will improve pupil achievement. A.R.S. §§ 15-101(4) and 15-181(A).

2. ***[Charter School(s) Name(s)]***("the School(s)") is/are (a) charter school(s) authorized to operate under the sponsorship of the Board. The School(s) operate(s) pursuant to a charter between ***[Charter Holder Name]*** and the Board.

3. The School(s) is/are currently authorized to serve students in grades [***identify grades the school(s) is/are authorized to serve***].

4. The Board is charged by Arizona Revised Statutes ("A.R.S.") § 15-183(R) with exercising oversight and administrative responsibility for the charter schools it sponsors.

5. In implementing its oversight and administrative responsibilities, the Board grounds its actions in evidence of the charter holder's performance in accordance with the performance framework adopted by the Board. A.R.S. § 15-183(R). The Academic Performance Framework adopted by the Board defines its academic performance expectations for the charter schools it sponsors.

6. Under its Academic Performance Framework, the Board annually compiles Academic Dashboards for charter schools sponsored by the Board. A school can earn an Overall Rating of Exceeds, Meets, Does Not Meet, or Falls Far Below the Board's academic standard. A Charter Holder that operates one or more charter schools that have received an Overall Rating of

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Does Not Meet or Falls Far Below the Board's academic standard in the current or prior year does not Meet the Board's academic performance expectations.

7. A Charter Holder that does not Meet the Board's academic performance expectations and that operates a charter school that has received an Overall Rating of Does Not Meet or Falls Far Below the Board's academic standard in the current year must submit required information pursuant to the Board's Academic Intervention Schedule. The Board uses this required information to determine whether the Charter Holder can demonstrate it is making sufficient progress toward the academic performance expectations set forth in the Board's Academic Performance Framework.

8. The Board may revoke a charter at any time if the Board determines that the charter holder has failed to meet or make sufficient progress toward the academic performance expectations set forth in the Board's Academic Performance Framework. A.R.S. § 15-183(I)(3)(a).

9. In [***Month Year***], ***[Charter Holder Name]*** was assigned a Performance Management Plan ("PMP") as an academic intervention because one or more schools operated under its charter did not meet the Board's level of adequate academic performance.

10. In October 2014, the Board released the FY2014 Academic Dashboards. The School(s) earned an Overall Rating of Does Not Meet the Board's academic standard for fiscal year ("FY") 2014 (July 1, 2013 through June 30, 2014). In December 2014, the Charter Holder was notified of the requirement to submit a Demonstration of Sufficient Progress ("DSP") as the required information under the Academic Intervention Schedule.

11. Based on the information presented during the DSP review, ***[Charter Holder Name]*** failed to meet or make sufficient progress toward the academic performance expectations set forth in the Board's Academic Performance Framework.

12. At its meeting on April 13, 2015, the Board determined that there is sufficient basis to issue a Notice of Intent to Revoke the charter of ***[Charter Holder Name]*** on the basis of ***[Charter Holder Name]***'s failure to meet or make sufficient progress toward the academic performance expectations set forth in the Board's Academic Performance Framework. The Board, however, directed its staff to work with ***[Charter Holder Name]*** to reach a consent agreement prior to June 30, 2015 for the purpose of restoring the charter holder to acceptable performance under the terms and conditions set by the Board.

AGREEMENT

13. In consideration of the Parties foregoing their option to proceed with charter revocation proceedings, it is in the best interest of the Board and ***[Charter Holder Name]*** to mutually resolve this matter.

14. In settlement of matters relating to the revocation of ***[Charter Holder Name]***'s charter, the Parties have agreed to the following terms and conditions:

A. ***[Charter Holder Name]*** amends its current charter contract to add the following provision: Beginning no later than July 1, 2015, ***[Charter Holder Name]*** shall implement the action steps identified in the Performance Management Plan (attached at Attachment A to this Agreement) and any additional steps necessary to implement a comprehensive improvement plan (as identified in the evaluation and technical guidance provided to ***[Charter Holder Name]*** on February 2, 2015 and attached at Attachment B to this Agreement), and shall submit documentary evidence to the Board of ***[Charter Holder Name]***'s implementation of the action

steps identified above in this paragraph at quarterly intervals ("quarterly report") on the following dates*:* October 1, 2015, January 1, 2016, April 1, 2016, July 1, 2016, October 1, 2016, January 1, 2017, April 1, 2017, and July 1, 2017.

B. The Charter Holder shall provide internal benchmarking data disaggregated by math and reading from **[*identify the source of the data e.g., Renaissance Learning, Galileo, AIMS Web, textbook based assessments, district created assessments, etc*.]** for the School's administrations of **[*identify the months benchmark assessments are administered*]** benchmark assessments. All data shall be provided to the Board with the corresponding quarterly report. For each of these benchmark assessment administrations the Charter Holder shall provide data analysis and underlying support data aligned to the subject specific measures[1] used by the Board in its Academic Dashboard as follows:

(i) **Student Growth Percentile ("SGP") [1.a.]**[2] – for all students who **[*describe any reasonable limitations on data that will be provided - this may include limiting data to students who will be identified as FAY because they have been enrolled since the beginning of the year, or identifying that data will be disaggregated for "persistent" students and "non-persistent" students.*]**, the data shall demonstrate **[*describe the information that will be provided from the data that speaks directly to this measure (i.e., the amount of growth the school gets within a school year from its students). In this case some examples include "the percentage of students scoring high growth on the Galileo Growth and Achievement Report" or "the average change in years of growth since the beginning of the school year" or "the median change in*

[1] The "subject" references either Math or Reading. Each subject is considered a separate "measure" on the Board's Academic Performance Dashboard.
[2] References provided in brackets identify the subject specific measures on the Board's Dashboard that aligns with the data to be provided.

***students' scores from the first benchmark assessment". The data identified for this measure must speak directly to growth within the year.*]**; and

(ii) **SGP Bottom 25% or Improvement[3] [1.b.]** – for all students who **[*describe any reasonable limitations on data that will be provided - this may include limiting data to students who will be identified as FAY because they have been enrolled since the beginning of the year, or identifying that data will be disaggregated for "persistent" students and "non-persistent" students. In measures like this one that are specific to "subgroups" this should also define the subgroup. In this case some examples include, "all students who scored FFB on the prior year state assessment", "all students who scored FFB on the first benchmark assessment", or "all 11th and 12th grade students who have not passed the AIMS"*]**, the data shall demonstrate **[*describe the information that will be provided from the data that speaks directly to this measure (i.e., the amount of growth the school gets within a school year from its students). In this case some example may be "the percentage of students scoring high growth on the Galileo Growth and Achievement Report" or "the average change in years of growth since the beginning of the school year" or "the median change in students' scores from the first benchmark assessment". The data identified for this measure must speak directly to growth within the year.*]**; and

(iii) **Percent Passing [2.a.]** – for all students who **[*describe any reasonable limitations on data that will be provided - this may include limiting data to students who will be identified as FAY because they have been enrolled since the beginning of the year, or identifying that data will be disaggregated for "persistent" students and*

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

"non-persistent" students. **]**, the data shall demonstrate **[*describe the information that will be provided from the data that speaks directly to this measure (i.e., how many students are meeting grade-level expectations). In this case some examples include "the percentage of students meets or exceeds according to the Galileo Aggregate Multi-Test with Benchmark Performance Level" or "the percentage of students performing at grade level". The data identified for this measure must speak directly to how students are performing in relation to grade-level expectations.*]**; and

(iv) **Percent Passing ELL [2.c.]** – for all students identified as English Language Learners ("ELL") who **[*describe any reasonable limitations on data that will be provided- this may include limiting data to students who will be identified as FAY because they have been enrolled since the beginning of the year, or identifying that data will be disaggregated for "persistent" students and "non-persistent" students. In measures like this one that are specific to "subgroups" this should also define the subgroup (i.e., students who have been identified as ELLs).*]**, the data shall demonstrate **[*identify the information that will be provided from the data that speaks directly to this measure (i.e., how many students are meeting grade-level expectations). In this case some examples include "the percentage of students meets or exceeds according to the Galileo Aggregate Multi-Test with Benchmark Performance Level" or "the percentage of students performing at grade level" or "the percentage of students reclassified as Fully English Proficient". The data identified for this measure must speak directly to how students are performing in relation to grade-level expectations.*]; and**

(v) **Percent Passing FRL [2.c.]** – for all students identified as free and reduced-price lunch ("FRL") eligible who **[*describe any reasonable limitations on data***

***that will be provided - this may include limiting data to students who will be identified as FAY because they have been enrolled since the beginning of the year, or identifying that data will be disaggregated for "persistent" students and "non-persistent" students. In measures like this one that are specific to "subgroups" this should also define the subgroup (i.e., students who have been identified as Free or Reduced Lunch Eligible).*]**, the data shall demonstrate **[*describe the information that will be provided from the data that speaks directly to this measure (i.e., how many students are meeting grade-level expectations). In this case some examples include "the percentage of students meets or exceeds according to the Galileo Aggregate Multi-Test with Benchmark Performance Level" or "the percentage of students performing at grade level". The data identified for this measure must speak directly to how students are performing in relation to grade-level expectations.*]; and**

(vi) **Percent Passing SPED [2.c.]** – for all students identified as students with disabilities ("SPED") who **[*describe any reasonable limitations on data that will be provided this may include limiting data to student who will be identified as FAY because they have been enrolled since the beginning of the year, or identifying that data will be disaggregated for "persistent" students and "non-persistent students. In measures like this one that are specific to "subgroups" this should also define the subgroup (i.e., students who have an IEP).]***, *the data shall demonstrate* ***[describe the information that will be provided from the data that speaks directly to this measure (i.e., how many students are meeting grade-level expectations). In this case some examples include "the percentage of students meets or exceeds according to the Galileo Aggregate Multi-Test with Benchmark Performance Level " or "the percentage of***

students performing at grade level" or "the percentage of students meeting their IEP goals" or "the median percentage of IEP goals met". The data identified for this measure must speak directly to how students are performing in relation to grade-level/student expectations. **].**

C. The internal benchmarking data identified in paragraph 14(B)(i-vi) and disaggregated by math and reading from [***identify the source of the data e.g., Renaissance Learning, Galileo, AIMS Web, textbook based assessments, district created assessments, etc.*** **]** for the School's administrations of [***identify the months benchmark assessments are administered*** **]** benchmark assessments shall demonstrate improved academic performance as defined below:

(i)(a) **SGP Math [1.a.]** – the data shall not demonstrate any decline in academic performance from the corresponding benchmark assessment administration in the prior year and the data shall demonstrate an increase of no less than 10 percentage points from the corresponding benchmark assessment administration in the prior year; and

(i)(b) **SGP Reading [1.a.]** – the data shall not demonstrate any decline in academic performance from the corresponding benchmark assessment administration in the prior year and the data shall demonstrate an increase of no less than 10 percentage points from the corresponding benchmark assessment administration in the prior year; and

(ii)(a) **SGP Bottom 25% or Improvement Math [1.b.]** – the data shall not demonstrate any decline in academic performance from the corresponding benchmark assessment administration in the prior year and the data shall demonstrate an increase of

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no less than 10 percentage points from the corresponding benchmark assessment administration in the prior year; and

(ii)(b) **SGP Bottom 25% or Improvement Reading [1.b.]** –the data shall not demonstrate any decline in academic performance from the corresponding benchmark assessment administration in the prior year and the data shall demonstrate an increase of no less than 10 percentage points from the corresponding benchmark assessment administration in the prior year; and

(iii)(a) **Percent Passing Math [2.a.]** – the data shall not demonstrate any decline in academic performance from the corresponding benchmark assessment administration in the prior year and the data shall demonstrate an increase of no less than 10 percentage points from the corresponding benchmark assessment administration in the prior year; and

(iii)(b) **Percent Passing Reading [2.a.]** – the data shall not demonstrate any decline in academic performance from the corresponding benchmark assessment administration in the prior year and the data shall demonstrate an increase of no less than 10 percentage points from the corresponding benchmark assessment administration in the prior year; and

(iv)(a) **Percent Passing ELL Math [2.c.]** – the data shall not demonstrate any decline in academic performance from the corresponding benchmark assessment administration in the prior year and the data shall demonstrate an increase of no less than 10 percentage points from the corresponding benchmark assessment administration in the prior year; and

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(iv)(b) **Percent Passing ELL Reading [2.c.]** – the data shall not demonstrate any decline in academic performance from the corresponding benchmark assessment administration in the prior year and the data shall demonstrate an increase of no less than 10 percentage points from the corresponding benchmark assessment administration in the prior year; and

(v)(a) **Percent Passing FRL Math [2.c.]** – the data shall not demonstrate any decline in academic performance from the corresponding benchmark assessment administration in the prior year and the data shall demonstrate an increase of no less than 10 percentage points from the corresponding benchmark assessment administration in the prior year; and

(v)(b) **Percent Passing FRL Reading [2.c.]** – the data shall not demonstrate any decline in academic performance from the corresponding benchmark assessment administration in the prior year and the data shall demonstrate an increase of no less than 10 percentage points from the corresponding benchmark assessment administration in the prior year; and

(vi)(a) **Percent Passing SPED Math [2.c.]** – the data shall not demonstrate any decline in academic performance from the corresponding benchmark assessment administration in the prior year and the data shall demonstrate an increase of no less than 10 percentage points from the corresponding benchmark assessment administration in the prior year; and

(vi)(b) **Percent Passing SPED Reading [2.c.]** – the data shall not demonstrate any decline in academic performance from the corresponding benchmark assessment administration in the prior year and the data shall demonstrate an increase of no less than

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10 percentage points from the corresponding benchmark assessment administration in the prior year.

15. If ***[Charter Holder Name]*** fails to timely provide the evidence identified in paragraph 14(A) or fails to provide the data that meets the requirements to demonstrate improved academic performance identified in paragraphs 14(B)(i-vi) and 14(C)(i-vi) for any of the schools operated under this agreement, ***[Charter Holder Name]*** shall terminate its operation of that school at the end of the corresponding fiscal year.

16. ***[Charter Holder Name]*** shall terminate its operation of the School at the end of the corresponding fiscal year if upon release of the FY 2015 or FY2016 Academic Dashboard for the School, with sufficient data and weighting to calculate an Overall Rating (Overall Rating does not equal NR), the School does not meet at least one of the following conditions:

i. Receives a performance level of either Meets or Exceeds standard in the Composite School Comparison measure [2.b.] or Improvement measure [1.b.] for both subjects (reading and math); or

ii. Receives a performance level of either Meets or Exceeds standard in the SGP measure [1.a.] for both subjects (reading and math); or

iii. Shows no decline in performance level in any subject specific measure [1.a., 1.b., 2.a., 2.b., and 2.c. for all subgroups] to Does Not Meet or Falls Far Below standard from the prior year's Academic Dashboard *and* reflects an increase in the performance level for at least 50% of the subject specific measures containing data and that were rated Does Not Meet or Falls Far Below standard in the prior year's Academic Dashboard.

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17. If upon release of the FY 2015 or FY2016 Academic Dashboard for the School, the School's performance level ratings in any of the subject specific measures identified on the Academic Dashboard and in paragraphs 14(B)(i-vi) and 14(C)(i-vi) are a "Meets" or "Exceeds", the ***[Charter Holder Name]*** will not be subject to the requirement to "demonstrate an increase of no less than 10 percentage points from the corresponding benchmark assessment administration in the prior year" for the subject area that "Meets" or "Exceeds." ***[Charter Holder Name]*** shall remain subject to all other terms of paragraphs 14(C)(i-vi), including the requirement that "the data shall not demonstrate any decline in academic performance from the corresponding benchmark assessment administration in the prior year," for all subject specific measures identified on the Academic Dashboard and in the subsections of paragraphs 14(B)(i-vi).

18. If upon release of the FY 2015 or FY2016 Academic Dashboard for the School, the School's Overall Rating is a "Meets" or "Exceeds", the ***[Charter Holder Name]*** will not be subject to the requirement to "demonstrate an increase of no less than 10 percentage points from the corresponding benchmark assessment administration in the prior year" for the subject area that "Meets" or "Exceeds." ***[Charter Holder Name]*** shall remain subject to all other terms of paragraphs 14(C)(i-vi), including the requirement that "the data shall not demonstrate any decline in academic performance from the corresponding benchmark assessment administration in the prior year," for all subject specific measures identified on the Academic Dashboard and in the subsections of paragraphs 14(B)(i-vi).

19. If the School meets the terms required under this Agreement to continue operating after FY2017, the School's continuing academic performance will be monitored in accordance with the Board's Academic Intervention Schedule.

20. 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.

21. 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.

22. 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: _____

[CHARTER HOLDER NAME], INC

_____
By: [***Charter Representative Name***]
Charter Representative, ***[Charter Holder Name]***
Date: _____

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