ATTACHMENT 1

AGREEMENT

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

Prescott Valley Charter School 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. Prescott Valley Charter School submitted a timely application for renewal on February 9, 2015.

6. At the April 13, 2015 Board meeting, the Board denied Prescott Valley Charter School's request for the renewal of its charter because, based on its judgment, Prescott Valley Charter School 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 Prescott Valley Charter School'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 Prescott Valley Charter School'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. Prescott Valley Charter School 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 Prescott Valley Charter School'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 Prescott Valley Charter School.

12. Both parties agree that a resolution of this issue is in the best interest of the Board and Prescott Valley Charter School.

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. Prescott Valley Charter School understands that it has the legal right to consult with an attorney prior to entering into this Agreement.

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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: _____

PRESCOTT VALLEY CHARTER SCHOOL

_____
By: Dr. John Atkinson and Monika Fuller
Charter Representatives, Prescott Valley Charter School
Date: _____

ATTACHMENT A

PRESCOTT VALLEY CHARTER SCHOOL AGREEMENT TERMS

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

2. Prescott Valley Charter School represents that it administered the Galileo benchmark assessment aligned to Arizona's College and Career Ready Standards to all of its students in all grades as a beginning-of-the-school-year assessment ("Pre-test") and an end-of-the-school-year assessment ("Post-test") in fiscal year 2015 ("FY2015")(July 1, 2014 to June 30, 2015) and evaluated student IEP goal attainment data on a quarterly basis in FY2015.

3. Prescott Valley Charter School shall calculate and report[1] the following data, summaries and underlying support data, disaggregated by math and reading, to the Board staff:

A. **[Student Growth Percentile ("SGP") 1a]**[2] The percentage of students scoring in the high growth/high achievement and high growth/low achievement areas on the Galileo Growth and Achievement report for the Post-test administered in FY2015 for full academic year (FAY)[3] students with less than 10 absences per semester;

B. **[SGP Bottom 25% (or Improvement) 1b]** The average growth in student Galileo scale scores from the Pre-test to the Post-test in FY2015 for FAY students with less than 10 absences per semester whose performance is in the bottom 25% as identified by the Arizona Department of Education;

C. [**Percent Passing 2a]** The percentage of students meeting or exceeding as measured by the Galileo Aggregate Multi-Test with Benchmark Performance

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[1] The format of the report is identified in paragraph 12.

[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 to each test administration.

Level for the Post-test administered in FY2015 for all FAY students with less than 10 absences per semester;

D. **[Percent Passing ELL[4] 2c]** The percentage of ELL students meeting or exceeding as measured by the Galileo Aggregate Multi-Test with Benchmark Performance Level for the Post-test administered in FY2015 for all FAY ELL students with less than 10 absences per semester; and

E. **[Percent Passing FRL[5] 2c]** The percentage of FRL students meeting or exceeding as measured by the Galileo Aggregate Multi-Test with Benchmark Performance Level for the Post-test administered in FY2015 for all FAY FRL students with less than 10 absences per semester; and

F. **[Percent Passing SPED[6] 2c]** The average of IEP goals met annually over FY2015 and aggregated quarterly student IEP goal attainment data for all FAY SPED students with less than 10 absences per semester in FY2015.

4. Prescott Valley Charter School shall administer Galileo benchmark assessments aligned to Arizona's College and Career Ready Standards to all of its students in all grades and quarterly report student IEP goal attainment data 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. Galileo Pre-Test Reading and Math (August 17-28, 2015);

ii. Galileo Benchmark #1 Reading and Math (September 21-30, 2015);

iii. Quarterly student IEP Goals attainment data (October 19, 2015);

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[4] "ELL" means students who have been identified to the Arizona Department of Education as "ELL" (English Language Learners) by Prescott Valley Charter School.

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

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

iv. Galileo Benchmark #2 Reading and Math (December 7-18, 2015);

v. Quarterly student IEP Goals attainment data (January 11, 2016);

vi. Quarterly student IEP Goals attainment data (March 21, 2016);

vii. Galileo Post-Test Reading and Math (May 9-20, 2016);

viii. Quarterly student IEP Goals attainment data (June 10, 2016);

ix. Galileo Pre-Test Reading and Math (August 22-31, 2016);

x. Galileo Benchmark #1 Reading and Math (September 26-October 7, 2016);

xi. Quarterly student IEP Goals attainment data (October 24, 2016);

xii. Galileo Benchmark #2 Reading and Math (December 12-22, 2016);

xiii. Quarterly student IEP Goals attainment data (January 20, 2017);

xiv. Quarterly student IEP Goals attainment data (March 27, 2017);

xv. (Galileo Post-Test Reading and Math (May 8-19, 2017); and

xvi. Quarterly student IEP Goals attainment data (June 12, 2017).

5. For each of its administrations of the Galileo assessments identified in paragraph 4, Prescott Valley Charter School shall calculate and report[7] the following data, summaries and underlying support data, disaggregated by math and reading, to the Board staff:

A. **[Student Growth Percentile ("SGP") 1a]**[8] The percentage of students scoring in the high growth/high achievement and high growth/low achievement areas on the Galileo Growth and Achievement report for full academic year (FAY) students with less than 10 absences per semester;

[7] The format of the report is identified in paragraph 12.

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

B. **[SGP Bottom 25% (or Improvement) 1b]** The average growth in student Galileo scale scores from the prior assessment administration for FAY students with less than 10 absences per semester whose performance is in the bottom 25% as identified by the Arizona Department of Education;

C. [**Percent Passing 2a]** The percentage of students meeting or exceeding as measured by the Galileo Aggregate Multi-Test with Benchmark Performance Level for all FAY students with less than 10 absences per semester;

D. **[Percent Passing ELL 2c]** The percentage of ELL students meeting or exceeding as measured by the Galileo Aggregate Multi-Test with Benchmark Performance Level for all FAY ELL students with less than 10 absences per semester; and

E. **[Percent Passing FRL 2c]** The percentage of FRL students meeting or exceeding as measured by the Galileo Aggregate Multi-Test with Benchmark Performance Level for all FAY FRL students with less than 10 absences per semester; and

6. **[Percent Passing SPED 2c]** For each of its Quarterly student IEP goals attainment data and report dates identified in paragraph 4, Prescott Valley Charter School shall calculate and report the average number of IEP Goals met quarterly for all FAY SPED students with less than 10 absences per semester.

7. The data from Prescott Valley Charter School '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 the percentage of students scoring in the high growth/high achievement and high growth/low achievement areas in math on the Galileo Growth and Achievement report of no less than 15 percentage points from the Galileo Post-test scores from the previous fiscal year;

B. **[SGP Reading 1a]** The data for FY2016 and FY2017 Galileo Post-tests shall demonstrate an increase in percentage of students scoring in the high growth/high achievement and high growth/low achievement areas in reading

on the Galileo Growth and Achievement report of no less than 10 percentage points from the Galileo Post-test scores from the previous fiscal year;

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

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

E. **[Percent Passing Math 2a]** The data for FY2016 and FY2017 Galileo Post-tests shall demonstrate an increase in the percentage of students meeting or exceeding in math as measured by the Galileo Aggregate Multi-Test with Benchmark Performance Level of no less than 7 percentage points from the Galileo Post-test scores from the previous fiscal year;

F. **[Percent Passing Reading 2a]** The data for FY2016 and FY2017 Galileo Post-tests shall demonstrate an increase in the percentage of students meeting or exceeding in reading as measured by the Galileo Aggregate Multi-Test with Benchmark Performance Level of no less than 10 percentage points from the Galileo Post-test scores from the previous fiscal year ;

G. **[Percent Passing SPED Math 2c]** The data for FY2016 and FY2017 Quarterly student IEP goals attainment data shall demonstrate an increase in the percentage of IEP goals met in math of no less than 3 percentage points from the IEP goals attainment data from the previous fiscal year;

H. **[Percent Passing SPED Reading 2c]** The data for FY2016 and FY2017 Quarterly student IEP goals attainment data shall demonstrate an increase in the percentage of IEP goals met in reading of no less than 3 percentage points from the IEP goals attainment data from the previous fiscal year.

I. **[Percent Passing ELL Math 2a]** The data for FY2016 and FY2017 Galileo Post-tests shall demonstrate an increase in the percentage of ELL students meeting or exceeding in math as measured by the Galileo Aggregate Multi-Test with Benchmark Performance Level of no less than 3 percentage points from the Galileo Post-test scores from the previous fiscal year;

J. **[Percent Passing ELL Reading 2a]** The data for FY2016 and FY2017 Galileo Post-tests shall demonstrate an increase in the percentage of ELL students meeting or exceeding in reading as measured by the Galileo Aggregate Multi-Test with Benchmark Performance Level of no less than 10 percentage points from the Galileo Post-test scores from the previous fiscal year; and

K. **[Percent Passing FRL Math 2a]** The data for FY2016 and FY2017 Galileo Post-tests shall demonstrate an increase in the percentage of FRL students meeting or exceeding in math as measured by the Galileo Aggregate Multi-Test with Benchmark Performance Level of no less than 5 percentage points from the Galileo Post-test scores from the previous fiscal year;

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

9. If any of the measures being reported under paragraph 7 (A through K) "meet" the Board's academic performance standards on the Board's FY2016 Academic Performance Dashboard, Prescott Valley Charter School is waived from its percentage points increase requirement for that measure for FY2017; Prescott Valley Charter School will continue to meet the reporting requirements for all other measures under paragraph 7.

10. Upon the effective date of this Agreement, Prescott Valley Charter School shall sustain implementation of the improvement plan identified by the DSP Site Visit Inventory documents set out in Attachment B and shall report the following to Board staff:

i. Evidence that Prescott Valley Charter School has continued to implement a comprehensive curriculum system as described in the attached DSP Site Visit Inventory documents;

ii. Evidence that Prescott Valley Charter School has continued to implement a comprehensive assessment system as described in the attached DSP Site Visit Inventory documents;

iii. Evidence that Prescott Valley Charter School has continued to implement a comprehensive instructional monitoring system as described in the attached DSP Site Visit Inventory documents; and

iv. Evidence that Prescott Valley Charter School has continued to implement a comprehensive professional development system as described in the attached DSP Site Visit Inventory documents.

11. The reports[9] required under this Agreement shall be submitted to Board staff on the following dates:

A. No later than September 14, 2015 (shall contain the Galileo growth and achievement reports, data summaries, and underlying support data identified in paragraph 3(A-E) and the IEP Goals attainment data identified in paragraph 3(F)). Shall contain the Galileo growth and achievement reports data summaries, and underlying support data identified in paragraph 5(A-E) from the FY2016 Pre-test administrations of Galileo benchmark assessments. Shall contain the evidence required under paragraph 10);

B. No later than October 19, 2015 (shall contain the Galileo growth and achievement reports from the FY2016 administration of Galileo Benchmark #1 Reading and Math assessments and IEP Goals attainment data identified in paragraph 6. Shall contain the evidence required under paragraph 10);

C. No later than January 11, 2016 (shall contain the Galileo growth and achievement reports from the FY2016 administration of Galileo Benchmark #2 Reading and Math assessments and the IEP Goals attainment data identified in paragraph 6. Shall contain the evidence required under paragraph 10);

D. No later than March 21, 2016 (shall contain IEP Goals attainment data identified in paragraph 6 Shall contain the evidence required under paragraph 10);

[9] The format of the report is identified in paragraph 12.

E. No later than June 10, 2016 (shall contain the Galileo growth and achievement reports from the FY2016 administration of Galileo Post-Test Reading and Math assessments and the IEP Goals attainment data identified in paragraph 6. Shall contain the evidence required under paragraph 10);

F. No later than September 19, 2016 (shall contain the Galileo growth and achievement reports from the FY2017 administration of Galileo Pre-Test Reading and Math assessments identified in paragraph 6. Shall contain the evidence required under paragraph 10);

G. No later than October 24, 2016 (shall contain the Galileo growth and achievement reports from the FY2017 administration of Galileo Benchmark #1 Reading and Math assessments and the IEP Goals attainment data identified in paragraph 6. Shall contain the evidence required under paragraph 10);

H. No later than January 20, 2017 (shall contain the Galileo growth and achievement reports from the administration of FY2017 Galileo Benchmark #2 Reading and Math assessments and the IEP Goals attainment data identified in paragraph 6. Shall contain the evidence required under paragraph 10);

I. No later than March 27, 2017 (shall contain IEP Goals attainment data identified in paragraph 6. Shall contain the evidence required under paragraph 10);

J. No later than June 12, 2017 (shall contain the Galileo growth and achievement reports from the FY2017 administration of Galileo Post-Test Reading and Math assessments and the IEP Goals attainment data identified in paragraph 6. Shall contain the evidence required under paragraph 10);

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

13. If the School receives two consecutive overall ratings of “Meets” or “Exceeds” on the Board’s Academic Performance Dashboard in FY2016 or FY2017, Prescott Valley Charter School will be waived from submitting the reports required under paragraph 11 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, Prescott Valley Charter School's waiver will be terminated. The grant or termination of a waiver under this paragraph shall be determined by Board staff.

14. Prescott Valley Charter School's charter contract will terminate on June 30, 2016 if Prescott Valley Charter School does not meet the terms and conditions contained in this Agreement for FY2016.

15. Prescott Valley Charter School's charter contract will terminate on June 30, 2017 if Prescott Valley Charter School does not meet the terms and conditions contained in this Agreement for FY2017.

16. 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: _____

PRESCOTT VALLEY CHARTER SCHOOL

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