

## **CONSENT AGREEMENT**

This Consent Agreement (“Agreement”) is between Salt River Pima-Maricopa Community Schools (“Salt River Schools”) and the Arizona State Board for Charter Schools (“Board”) to restore charter school Salt River High School (“the School”) to acceptable performance under A.R.S. § 15-241.02(I).

### **PARTIES**

The Board is the state agency required to exercise general supervision over charter schools sponsored by the Board. A.R.S. § 15-183(E)(1).

Salt River Schools operates the School, a charter school that is sponsored by the Board and subject to statutes and rules related to charter schools as provided in Title 15, Arizona Revised Statutes and Title 7, Chapter 5 of the Arizona Administrative Code (“A.A.C.”).

### **RECITALS**

1. Charter schools are established under A.R.S. § 15-181 *et seq.* to provide a learning environment that will improve pupil achievement, to provide additional academic choices for parents and pupils and to serve as alternatives to traditional public schools.

2. 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). The charter may be renewed for successive periods of twenty (20) years. A.R.S. § 15-183(J).

3. The School is a charter school authorized to operate under the sponsorship of the Board pursuant to a charter contract (“Charter”) between Salt River Schools and the Board. Salt River Schools also operates the following charter schools pursuant to the Charter: Salt River Accelerated Learning Academy.

4. The Arizona Department of Education (“Department”) annually compiles achievement profiles which assign letter grades for all Arizona charter schools and school districts. A.R.S. § 15-241(A).

5. A school can earn a letter grade of A, B, C, D, or F. A letter grade of “A” demonstrates an excellent level of performance. A letter grade of “F” demonstrates a failing level of performance. A.R.S. § 15-241(F). A letter grade of F may also be assigned to a school that is among the "persistently lowest-achieving schools" in the state under the federal school accountability requirements pursuant to section 1003(g) of the elementary and secondary education act (20 United States Code section 6303). A.R.S. § 15-241(F).

6. When a charter school is assigned a letter grade of F, the Board is required to either take action to revoke the charter school’s charter or to restore the charter school to acceptable performance; restoration is undertaken through a consent agreement. A.R.S. § 15-241.02(I); A.A.C. R7-2-602.

7. In determining whether to revoke the charter school’s charter or restore the charter school to acceptable performance, the Board considers all relevant factors, including those stated in Board rule. A.A.C. R7-5-602.

8. On December 28, 2018, the Department notified the Board that the School was assigned the letter grade of F for fiscal year (“FY”) 2018 (July 1, 2017 through June 30, 2018).

9. At the November 13, 2018 Board meeting, the Board took action to restore the School to acceptable performance through a consent agreement for the following reasons:

- A. It is in the best interest of the students choosing to attend the School that the School improve its students’ academic performance.
- B. Salt River Schools has satisfied all requirements contained in A.A.C. R7-5-602(C)(1-3), in the manner specified in the “Failing School Notification” dated December 28, 2018.

## **AGREEMENT TERMS**

In settlement of the matter relating to the School's assignment of a letter grade of F and in order to restore the School to acceptable performance, the parties agree as follows:

10. Because the School was assigned a letter grade of "F" for FY 2018, Salt River Schools is subject to the revocation and termination of its charter.

11. The restoration of the School to acceptable performance as stated herein is in the best interest of the Board and Salt River Schools. In order for the School to demonstrate that it has been restored to acceptable performance, the School must demonstrate improved academic achievement through the assignment of a letter grade other than "F" for FY 2019 (July 1, 2018 through June 30, 2019), FY 2020 (July 1, 2019 through June 30, 2020), and FY 2021 (July 1, 2020 through June 30, 2021).

12. If the School is assigned the letter grade of "F" for FY 2019 (July 1, 2018 through June 30, 2019), the School has failed to demonstrate that it has been restored to acceptable performance and Salt River Schools shall terminate its operation of the School on June 30, 2020.

13. If the School is assigned the letter grade of "F" for FY 2020 (July 1, 2019 through June 30, 2020), it has failed to demonstrate that it has been restored to acceptable performance and the Charter and Salt River Schools shall terminate its operation of the School on June 30, 2021.

14. If the School is assigned the letter grade of "F" for FY 2021 (July 1, 2020 through June 30, 2021), it has failed to demonstrate that it has been restored to acceptable performance and the Charter and Salt River Schools shall terminate its operation of the School on June 30, 2022.

15. For the duration of this agreement Salt River Schools agrees to provide written notice of the terms described in paragraphs 10-14 to parents or guardians of all students upon their

enrollment in the School; written notice is to be provided for students newly enrolled and students returning to the School. Within 30 days of the signing of this Agreement, Salt River Schools shall provide to the Board a copy of the notice described in this paragraph and a description of how the notice will be provided to parents or guardians of students enrolling in or returning to the School.

16. In order to timely execute this Agreement, the Board and Salt River Schools agree that a financial performance response will not be submitted by the Salt River Schools as required by R7-5-602(C)(4).

17. In the event that Salt River Schools has to terminate its operation of the School in accordance with paragraphs 11 through 14 of this Agreement, Salt River Schools shall, within 10 business days of receiving written notice from the Board of its requirement to terminate its operation of the School notify parents or guardians that the School will be closing at the end of the current school year and provide the Board a copy of the notice sent to parents or guardians.

18. The Salt River Schools expressly waives any rights to notice and to any administrative hearing or other appeal that may be available under state law and Board rule prior to the termination of the School in accordance with paragraphs 11 through 14 of this Agreement.

### **GENERAL TERMS AND CONDITIONS**

19. 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.

20. This Agreement is not binding on either party until both the Board and Salt River 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 Salt River Schools.

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

22. 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.

23. Salt River Schools has a legal right to consult with an attorney prior to entering into this Agreement.

24. Each party shall be responsible for its own legal fees and costs, if any, in this matter.

ARIZONA STATE BOARD FOR CHARTER SCHOOLS

\_\_\_\_\_  
By: Kathy Senseman  
President, Arizona State Board for Charter Schools  
Date: \_\_\_\_\_

“Salt River Pima-Maricopa Community Schools”

\_\_\_\_\_  
By: “Charter Representative”  
Charter Representative, “Salt River Pima-Maricopa Community Schools”  
Date: \_\_\_\_\_