

**BEFORE THE ARIZONA STATE BOARD
FOR CHARTER SCHOOLS**

In the matter of:

ACADEMY OF ARIZONA, INC. (a
non-profit corporation)

and

ACADEMY OF ARIZONA
(a charter school).

**AGREEMENT FOR TEMPORARY
SUSPENSION OF PROVISION OF A
PROGRAM OF INSTRUCTION
UNDER CHARTER CONTRACT
AND STATEMENT OF
ASSURANCES**

This Agreement is entered into by Academy of Arizona, Inc., a nonprofit corporation operating Academy of Arizona, a charter school, and the Arizona State Board for Charter Schools, by and through its authorized representatives, and provides the following terms and agreement:

I. FINDINGS

1. Academy of Arizona (hereafter, “the School”) is a charter school established pursuant to Arizona Revised Statutes (hereafter, “A.R.S.”) § 15-181 *et seq.* and sponsored by the Arizona State Board for Charter Schools (hereafter, “the Board”).

2. The School operates pursuant to a Charter Contract (hereafter, “Charter”) between Academy of Arizona, Inc., a non-profit corporation, organized under the laws of the state of Arizona (hereafter, “the Charter Operator”), and the Board. The Charter includes the Charter Operator’s Articles of Incorporation and Application, which are fully incorporated into and are part of the Charter.

3. The Charter was signed by Leicester Allen, as Charter Representative and the person authorized to sign for the Charter Operator.

4. Pursuant to A.R.S. § 15-183 and the Charter, the Board sponsors the Charter Operator to operate one school site to serve students in grades Kindergarten through 8.

5. The Charter between the Charter Operator and the Board was executed on May 25,

2000.

6. Pursuant to A.R.S. § 15-183 and its Policy Statement for the Temporary Suspension of Charter School Operation (“Policy”), the Board allows for the suspension of a charter school’s operation on a case-by-case basis.

7. On July 13, 2010, Leicester Allen requested that the Board consider granting a temporary suspension of the School’s operation. The request was made because the Charter Operator wants to restructure the School and the School’s education service provider.

8. Pursuant to its Policy, Board staff prepared a report regarding the School’s compliance status, academic standing as defined by federal and state law, and a statement regarding the impact of students in the current and continuing school year for the Board’s consideration of the Charter Operator’s request for a temporary suspension of the School’s operation. (see Attachment A).

III. SUSPENSION TERMS

9. The Board and the Charter Operator agree that the Charter Operator may suspend its provision of a program of instruction at the School for the period of Fiscal Year 2011 (FY2011)(July 1, 2010 through June 30, 2011).

10. The Board and the Charter Operator agree that because of the Board’s decision to allow the provision of a program of instruction at the School to be suspended, the Charter Operator is subject to the certain terms and obligations contained in this Agreement.

11. The Charter Operator agrees and affirms that the School will retain its contractual governance structure and charter representation and that any proposed changes must be processed in accordance with the Board’s amendment and notification processes and as included in the Charter.

12. The Charter Operator agrees to the appropriate and timely submission of any Amendments that may result from the evaluation and modification of the School’s Program of Instruction during the suspension period and prior to receipt of any future state aid or implementation of the proposed modification.

13. The Board and the Charter Operator agree that the suspension of the School’s provision of a program of instruction is for the period of FY11 only (July 1, 2010 through June 30, 2011) and that the Charter Operator must resume the provision of a program of instruction to students within the first three months of FY12 (July 1, 2011 through June 30, 2012).

14. The Charter Operator agrees that except for the suspension of the provision of a program of instruction, the Charter Operator shall remain current on all other operational requirements of the Charter during FY 2011.

15. The Charter Operator agrees to provide additional information and documentation as requested by the Board’s staff, including all documents required for the completion of a Five Year

Interval Review during FY11, the implementation of a Performance Management Plan, and budgets demonstrating the financial viability of the Charter Operator to resume the provision of a program of instruction.

16. The Board and the Charter Operator agree that if the Charter Operator fails to comply with the terms and conditions of this Agreement, the Board may, on no less than thirty (30) calendar days notice, hold a hearing at which time the Board will receive information to determine whether evidence exists that the Charter Operator has failed to comply with this Agreement. The Charter Operator shall be entitled to present all appropriate evidence at this hearing. If the Board determines that a breach of this Agreement has occurred, the Board may revoke the Charter Operator's charter to operate the School and terminate its charter contract for breach of this Agreement.

17. This Agreement does not limit other actions the Board may take under the law if it determines that the Charter Operator is not in compliance with its charter or with state or federal law.

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

19. If either party rejects the Agreement or any part of it, then this Agreement is null and void and not binding on the parties.

20. The Charter Operator understands that it has the legal right to consult with an attorney prior to entering into this Agreement.

21. Each party is responsible for its own attorney's fees and costs in this matter.

Norm Butler
President
Arizona State Board for Charter Schools

Date:_____

Leicester Allen
As Charter Representative
and the person authorized to sign on behalf of Academy of Arizona, Inc.

Date:_____