

BEFORE THE ARIZONA STATE BOARD
FOR CHARTER SCHOOLS

JUN 10 2011

In the matter of:

Gila Educational Group
(a non-profit corporation)

and

Gila Preparatory Academy High School
(a charter school)

**CONSENT AGREEMENT FOR
VOLUNTARY SURRENDER AND
TERMINATION OF THE
CHARTER CONTRACT**

This Agreement is entered into by Gila Educational Group, by and through its authorized agent, and the Arizona State Board for Charter Schools, by and through its authorized representatives, and provides the following terms and agreement:

1. Gila Preparatory Academy High School ("School") is a charter school established pursuant to Arizona Revised Statutes ("A.R.S.") § 15-181 *et seq.* and sponsored by the Arizona State Board for Charter Schools ("Board").
2. The School operates pursuant to a Charter Contract between Gila Educational Group ("Charter Operator"), a non-profit corporation, organized under the laws of the state of Arizona, and the Board.
3. The Charter Contract was executed on May 28, 2002.
4. Pursuant to A.R.S. § 15-183 and the Charter Contract, the Board sponsors the Charter Operator to operate one School site to serve students in grades nine through twelve.
5. The Charter Contract was signed by Kathy Maxwell, as Charter Representative and the person authorized to sign for the Charter Operator.
6. On November 23, 2009, the Charter Contract was amended to delete Kathy Maxwell as the Charter Representative and to add Crae Wilson as the Charter Representative.
7. In July of 2010, the Charter Operator entered into a Settlement Agreement with the Board which, in part, required the Charter Operator to submit quarterly reports through

June 30, 2013, demonstrating progress toward prescribed improvements in academic performance.

8. The Charter Operator voluntarily tenders and surrenders its Charter Contract to its sponsor, the Board, with the intent to voluntarily terminate its Charter Contract effective June 30, 2011 for the purpose of further performance.

9. The Charter Operator shall mail a complete copy of each student's educational record to the student's parent or legal guardian no later than June 30, 2011.

10. The Charter Operator shall notify the Board of the location of the student records of the School no later than August 13, 2011.

11. The Charter Operator is entitled to receive state equalization assistance funds for the 2010-2011 school year to which it is entitled under the school funding formula provided in Arizona law, but no more.

12. The Charter Operator agrees to refund any overpayment of state equalization assistance funds in the amount determined by the Arizona Department of Education in the manner directed by the Arizona Department of Education.

13. The Charter Operator is entitled to receive Classroom Site Funds for the 2010-2011 school year to which it is entitled under the provisions of Arizona law, but no more.

14. The Charter Operator shall expend the Classroom Site Funds in a manner consistent with its intent as specified in A.R.S. § 15-977.

15. The Charter Operator agrees to refund any overpayment of Classroom Site Funds monies in the amount determined by the Arizona Department of Education in the manner directed by the Arizona Department of Education.

16. The Charter Operator agrees to submit any outstanding grant reports and to refund any outstanding grant monies or allocation of education funds to the Arizona Department of Education in the manner directed by the Arizona Department of Education.

17. The Charter Operator shall expend the Instructional Improvement Funds in a manner consistent with its intent as specified in A.R.S. § 15-979.

18. The Board accepts the surrender of the Charter Contract of the Charter Operator for the operation the School.

19. The Charter Contract between the Board and the Charter Operator for the operation of Gila Preparatory Academy High School is terminated effective June 30, 2011 for the purposes of further performance.

20. This Agreement is not binding on either party until both the Board and the Charter Operator's governing board accept it by a majority vote at a public meeting. This Agreement is effective immediately upon its approval and execution by the authorized representatives of the governing board for the Charter Operator and the Board.

21. If the Board rejects this Agreement or any part of it, then this Agreement is null and void, and not binding on the Charter Operator or the Board.

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

23. Each party shall be responsible for its own attorneys' fees and costs in this matter.

Gila Educational Group

Executed this 8 day of June 2011.

By Crae Wilson
Crae Wilson, as Charter Representative and authorized signer for Gila Educational Group

The Arizona State Board for Charter Schools

Executed this _____ day of _____ 2011.

By _____
Norm Butler, President of the Arizona State Board for Charter Schools

Gila Educational Group
Governing Board Meeting
06/08/2011

Welcome: Joy Flake

Pledge: All

Roll Call: Crae Wilson - present
Sherli Skinner - present
Dee Lauritzen - absent
Joy Flake - present
Jodi Robertson - present

Call to the Public:

Approval of Board Meeting Minutes for May 2011

Joy Flake made motion to approval board meeting minutes for May 2011

Second by Crae Wilson

Passed

Approval of Payroll Vouchers for May and June 15th and 30th

Board reviewed the payroll vouchers for May and June 15th and 30th

Crae Wilson made motion to approval payroll vouchers

Second by Joy Flake

Passed

Approval of Expenditures for the months of May

Board reviewed the expenditures for the months of May

Sherli Skinner made motion to approval expenditures

Second by Joy Flake

Passed

Review and Approval of Profit Loss Report

Crae went over the profit loss report; broke down the expenditures and income.

Joy Flake made motion to approve the Profit Loss Report

Second by Crae Wilson

Passed

Discussion and Possible Motions of the Current Financial Status and its impact on the Structural Organization of Gila Educational Group

Went over the financial situation; talked about the state aid that came in June 1st.

A few of the teachers helped with the clean up of the school, with Crae and Sherli. This was greatly appreciated.

Discussion and Motion of Surrender of Charter To ASBC

Crae went over the Surrender Agreement for Voluntary Surrender and Termination of the Charter Contract that was sent from the Arizona State Board for Charter Schools; Question asked about the student files. Student(s) that will be attending other schools continuing their education; the student(s) files will be sent to that school to follow the student(s).

Joy Flake made motion to approve and accept the Surrender of the Charter Contract with the ASBC for the operation of the High School Gila Preparatory Academy.

Second by Jodi Robertson

Passed

“Courage is being scared to death but saddling up anyway” John Wayne

Adjournment

Joy Flake Motion made

Second by Jodi Robertson

Passed