

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

In the matter of:

**THE TUCSON URBAN LEAGUE  
INCORPORATED**  
(a non-profit corporation)

and

**TUCSON URBAN LEAGUE  
ACADEMY**  
(a charter school)

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

This Agreement is entered into by The Tucson Urban League Incorporated, 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. Tucson Urban League Academy ("School") is a charter school established pursuant to Arizona Revised Statutes ("A.R.S.") § 15-181 *et seq.*
2. The Charter for the School is held by The Tucson Urban League Incorporated ("Charter Operator"), a non-profit corporation, organized under the laws of the state of Arizona. The Arizona State Board for Charter Schools ("Board") is the Charter Operator's sponsor.
3. The charter contract was signed by Ray Clarke, as the person authorized to sign for the Charter Operator.
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 kindergarten and grades six through twelve.
5. The Charter Contract was executed on August 28, 1996.
6. On July 19, 2007, the Charter Contract was amended to delete Ray Clarke as the Charter Representative and add Kelly Langford as the Charter Representative.
7. On December 11, 1997, the Charter Contract was amended to serve grades six

through twelve.

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, 2009 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.

10. The Charter Operator shall notify the Board of the location of the student records of the School no later than June 5, 2009.

11. The Charter Operator agrees that all necessary student level data has been submitted to the Arizona Department of Education through the Student Accountability Information System ("SAIS").

12. The Charter Operator is entitled to receive state equalization assistance funds for the 2008-2009 school year to which it is entitled under the school funding formula provided in Arizona law, but no more.

13. The Charter Operator is entitled to receive Classroom Site Funds for the 2008-2009 school year to which it is entitled under the provisions of Arizona law, but no more.

14. 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.

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 Classroom Site Funds in a manner consistent with its intent as specified in A.R.S. § 15-977.

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

19. The Board accepts the surrender of the Charter Contract of The Tucson Urban League Incorporated for the operation of Tucson Urban League Academy.

20. The Charter Contract between the Board and The Tucson Urban League

Incorporated for the operation of Tucson Urban League Academy is terminated effective June 30, 2009 for the purposes of further performance.

21. 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 Board for The Tucson Urban League Incorporated and the Board.

22. 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.

23. The Tucson Urban League Incorporated understands that it has the legal right to consult with an attorney prior to entering into this Agreement.

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

*June 24,*  
DATED: May \_\_, 2009

**The Tucson Urban League Incorporated**

By *Kelly Langford*  
Kelly Langford, as Charter Representative and authorized signer for The Tucson Urban League Incorporated

DATED: June \_\_, 2009

**The Arizona State Board for Charter Schools**

By \_\_\_\_\_  
Christy Farley, President of the Arizona State Board for Charter Schools

**DRAFT**



**TUCSON URBAN LEAGUE BOARD OF DIRECTORS MINUTES: June 24, 2009**

**ATTENDING – BOARD:** Robert Brauer; Debe Campos-Fleenor; Brent Chrite; Michael Dunne; Rebecca Montano; Renae Moomjian; Matt Muehlebach; Mary Okoye; Lee Olitzky; Ron Reid;

**ABSENT – BOARD:** Michael Cleveland; Gloria Garcia; Michael Hawkins; Raymond Heyman; Danny Knee; Lou Moga; Enrique Serna; Alonzo Williams.

**ATTENDING – STAFF:** Kelly Langford; Sylvia Campoy; Phil Larrabee; Kathy Thompson.

**CALLED TO ORDER:** 7:30 A. M.

**DECISIONS & VOTES:** Unanimously approved the minutes of May 27, 2009.

**KEY ITEMS PRESENTED & DISCUSSED:**

**Finance Committee Report:** Phil Larrabee reviewed the financial report which shows the agency still dealing with some cash flow issues. Some of this can be contributed to;

- Three (3) pay periods in May 2009
- Summer School Programs requires TUL to pay up front and then bill the county
- Three (3) vacancies in our rentals as they are being refurbished
- Donations are down

The Fiscal Department/Finance Committee has discovered 3 issues that will cost the agency some money in fines/taxes or paybacks.

- A tax exempt issue that will require us to pay the City and State back taxes. It is hoped that since we will be self reporting, we will be able to negotiate the \$50,000.00 owed to a more reasonable figure. Matt Muehlebach will work with Fiscal on contacts that might be able to assist us. Mary Okoye reminded the Board that the City of Tucson has an amnesty program, which will forgive back taxes. Phil Larrabee will follow up with this.
- An E-Rate Grant from 2003, which was co-mingled with TULA general funds. The agency has been able to negotiate what we need to pay back to \$38,000.00.
- TULA Equalization and attendance accounting was miscalculated for the school, which resulted in over payment of funds.

Ron Reid asked if Phil Larrabee feels comfortable that all the liabilities have been uncovered. Phil Larrabee feels reasonably sure that they have. Becky Montano wants to know how the Auditors could have missed these problems. Debe Campos-Fleenor wants to make sure procedures are in place so that these types of mistakes don't happen again.

**Program Service Committee Report:** Mary Okoye said this committee has nothing to report at this time. She is waiting until the Board finishes its Strategic Planning Sessions with Linda E Saulsby.

**Audit Committee Report:** Lee Olitzky met with the Auditors and discussed the Charter School.

**Marketing Committee Report:** Michael Dunne passed out 2009-2010 Publicity Campaign for the agency. This committee would like to:

- Utilize existing partnerships to spread the word about the mission of TUL.
- Use media relations to draw attention to TUL's core programs. Pick one program per quarter to feature.
- Dovetail marketing and public relations for use to drive awareness of TUL's fundraisers.
- Develop a PSA on the Weatherization Program at the Tucson Urban League. This committee will be meeting in July 2009.

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Mary Okoye said the City of Tucson is currently featuring TUL on its website!

**Executive Committee Report:** Brent Chrite said the announcement for the President & CEO position as be sent out by National Urban League. It will close on July 24<sup>th</sup>. He feels we need to have community involvement at some level in the selection of the new President & CEO. There will be a community forum , set up in a debate style which the top 3 candidates will attend. The Selection (Search) Committee will be comprised of Board members, TUL partners, community members and TUL staff.

The Selection (Search) Committee will decide which candidates get an interview and will make a *recommendation*; the Board of Directors will make the final selection of the new President & CEO. The resumes will be forwarded to Kathy Thompson. Ron Reid asked how much information we will share with prospective candidates. Brent Chrite said as the Board of Directors, we will be transparent. Debe Campos-Fleenor wants to ensure the new President & CEO follows Kelly Langford's example by attending United Way Board meetings and other community Boards.

**School Board Meeting:** The motion was made by Ron Reid, and seconded by Rebecca Montano to discuss TULA and to move into the School Board Meeting; the vote was unanimous. Sylvia Campoy stated that the Governing Board is required to review and approve the consent agreement to close the Charter school. She stated that much of the information had been reviewed previously as it pertained to the Charter closure. Kelly Langford is the only individual required to sign the document. The motion was made by Bob Brauer to approve Arizona State Board for Charter Schools consent agreement for voluntary surrender and termination of the charter contract to close the Tucson Urban League Charter School. The motion was seconded by Renae Moomjian. The vote was unanimous. A motion was made by Debe Campos-Fleenor and seconded by Ron Reid to move back into a regular Board meeting. The vote was unanimous to do so.

**President's Report:** TUL received an award letter from Pima County increasing the funding for our CYP and PAT programs. This new contract is very positive for the agency. It will be critical for the Prevention and Intervention Facilitators to maintain the requirements of each contract; they will be held accountable. If the facilitator doesn't keep his/her numbers up the position will be eliminated.

**ADJOURNMENT**

The meeting was adjourned at 8:38 A. M.