

AGENDA ITEM: Surrender Agreement – Luz Academy of Tucson, Inc.

Issue

Luz Academy of Tucson, Inc. has submitted a Consent Agreement for the Voluntary Surrender and Termination of the Charter Contract (“Surrender Agreement”).

Background

Luz Academy of Tucson, Inc. operates Pepe Barron Academy serving grades 9 through 12. As part of the discussions that occurred during the February 8, 2016 Board meeting regarding the charter holder’s failure to submit its fiscal year 2015 audit reporting package, the charter representative notified the Board of the charter holder’s intent to surrender the charter at the close of the 2015-2016 school year.

According to information provided by the charter representative, parents and students have been notified of the closure and were provided assistance in enrolling in other schools.

A copy of the proposed terms of the Surrender Agreement is included in Appendix A below.

Board Options

The Board may adopt the terms of the Surrender Agreement. Staff recommends the following language for consideration: I move that the Board adopt the Consent Agreement for the Voluntary Surrender and Termination of the Charter Contract for Luz Academy of Tucson, Inc.

Appendix A

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

This Consent Agreement for the Voluntary Surrender and Termination of the Charter Contract ("Agreement") is made by and between Luz Academy of Tucson, Inc. ("Charter Operator"), a nonprofit corporation organized under the laws of the state of Arizona and operating Pepe Barron Academy, a charter school, and the Arizona State Board for Charter Schools ("Board") collectively referred to herein as the "Parties."

JURISDICTION

The Board is charged by Arizona Revised Statutes ("A.R.S.") §§ 15-182(E)(1) and (2) and 15-183(R) with granting charter status to qualifying applicants for charter schools and exercising general supervision over the charter schools it sponsors. An approved plan to establish a charter school is effective for fifteen years. A.R.S. § 15-183(I). The charter may be amended at the request of the governing body of the charter school and on approval of the Board. A.R.S. § 15-183(G). The Board may revoke a charter of a school it sponsors at any time if the charter school breaches one or more provisions of its charter. A.R.S. § 15-183(I)(3). The charter may be renewed for successive period of twenty years. A.R.S. § 15-183(I)(1).

RECITALS

1. The Charter Operator operates Pepe Barron Academy ("the School"), a charter school established pursuant to A.R.S. § 15-181 *et seq.*
2. The School operates pursuant to a charter contract ("Charter") executed on July 9, 2012 between the Charter Operator and the Board.
3. 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 nine through twelve.

4. Ricardo Robles is the Charter Representative and person authorized to execute documents on behalf of the Charter Operator.

5. As part of the discussions that occurred during the February 8, 2016 Board meeting regarding the Charter Operator's failure to submit its fiscal year 2015 audit reporting package as required by A.R.S. §§ 15-183(E)(6), 15-914, and the Charter, the Charter Operator notified the Board of its intent to surrender the Charter at the close of the 2015-2016 school year.

AGREEMENT

The Parties agree as follows:

1. The Charter Operator voluntarily tenders and surrenders the Charter to its sponsor, the Board, with the intent to voluntarily terminate its Charter effective June 30, 2016 for the purpose of further performance.

2. The Board accepts the surrender of the Charter for the operation of the School.

3. The Charter between the Charter Operator and the Board for the operation of the School is terminated effective June 30, 2016 for the purpose of further performance.

4. This Agreement is not binding on the Parties 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 execution by the authorized representatives of the Charter Operator and the Board.

5. 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.

6. No later than June 30, 2016, the Charter Operator shall deliver a complete copy of each student's educational record to the student's parent or legal guardian for each student enrolled in the School in the 2015-2016 school year.

7. By June 30, 2015, the Charter Operator shall identify and notify the Board of the custodian of all student records of the School. The notification shall include the physical address of the location of the records. All student records shall be maintained in accordance with the Student Records Retention Schedule provided by the Arizona Library and Archives division of the Arizona Secretary of State's Office.

8. The Charter Operator will submit all requisite student level data for its receipt of state equalization funding for the 2015-2016 school year to the Arizona Department of Education ("Department") through the Student Accountability Information System ("SAIS") in the manner directed by the Department.

9. The Charter Operator is entitled to receive state equalization assistance funds for the 2015-2016 school year to which it is entitled under the school funding formula provided in Arizona law, but no more.

10. The Charter Operator shall refund any overpayment of state equalization assistance funds in the amount determined by the Department in the manner directed by the Department.

11. The Charter Operator is entitled to receive Classroom Site Funds for the 2015-2016 school year to which it is entitled under the provisions of Arizona law, but no more. The Charter Operator shall expend the Classroom Site Funds in a manner consistent with the intent as specified in A.R.S. § 15-977.

12. The Charter Operator shall refund any overpayment of Classroom Site Funds in the amount determined by the Department in the manner directed by the Department.

13. The Charter Operator shall submit any outstanding grant reports and shall refund any outstanding grant monies or allocation of education funds in the amount determined by the Department in the manner directed by the Department.

14. The Charter Operator is entitled to receive Instructional Improvement Funds for the 2015-2016 school year to which it is entitled under the provisions of Arizona law, but no more. The Charter Operator shall expend the Instructional Improvement Funds in a manner consistent with the intent as specified in A.R.S. § 15-979.

15. Nothing in this Agreement is intended to prevent the Charter Operator from exercising its rights under statutes or regulations to contest amounts determined by the Department to be owed by the Charter Operator.


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

17. The Parties shall be responsible for their own attorneys' fees and costs in this matter.

ARIZONA STATE BOARD FOR CHARTER SCHOOLS

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

LUZ ACADEMY OF TUCSON, INC.



 By: Ricardo Robles
 Charter Representative, Luz Academy of Tucson, Inc.
 Date: 6/3/2016

COPY mailed this
 2nd 6/2 day of June, 2016 to:

Luz Academy of Tucson, Inc.
 Attention: Ricardo Robles, Charter Representative
 25 Drachman
 Tucson, AZ 85705

By _____