

AGENDA ITEM: Surrender Agreement

New West School

New West School, the charter holder, operated a school with the same name in Benson serving grades K through eight. On August 23, 2014, the charter representative notified staff that, due to low enrollment, the school did not open for the 2014-2015 school year.

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 New West School.

**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 New West School (“Charter Operator“), a nonprofit corporation organized under the laws of the state of Arizona and operating New West School, 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 New West School (“the School”), a charter school established pursuant to A.R.S. § 15-181 *et seq.*
2. The School operates pursuant to a renewal charter contract (“Charter”) executed on February 1, 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 kindergarten through eighth grade.

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

5. On August 13, 2014, the Charter Operator notified the Board that the School was not opening for the 2014-2015 school year due to low enrollment.

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, 2014 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, 2014 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. The Charter Operator shall provide 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 2013-2014 school year.

7. The Charter Operator shall provide the Board with the permanent student records in a manner conforming to the Arizona State Library, Archives and Public Records General Records

Retention Schedule for School Districts and Charter Schools for Student Records student records no later than September 30, 2014.

8. The Charter Operator has submitted all requisite student level data for its receipt of state equalization funding for the 2013-2014 school year to the Arizona Department of Education through the Student Accountability Information System (“SAIS”).

9. The Charter Operator is entitled to receive state equalization assistance funds for the 2013-2014 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 Arizona Department of Education (“Department”) in the manner directed by the Department.

11. The Charter Operator shall return the \$16,296.47, received based on estimated counts submitted for the 2014-2015 school year, to the Department of Education by August 20, 2014.

12. The Charter Operator is entitled to receive Classroom Site Funds for the 2013-2014 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 its intent as specified in A.R.S. § 15-977.

13. 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.

14. 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.

15. The Charter Operator shall expend the Instructional Improvement Funds for the 2013-

2014 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 its intent as specified in A.R.S. § 15-979.

16. 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.


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

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

ARIZONA STATE BOARD FOR CHARTER SCHOOLS

By: Janna Day
President, Arizona State Board for Charter Schools
Date: _____

NEW WEST SCHOOL


By: Michael Payton
Charter Representative, New West School
Date: 8/13/14

COPY mailed this
13 day of 8, 2014 to:

New West School
Attention: Michael Payton, Charter Representative
3891 S. Camino Sierra Pantano
Tucson, AZ 85730

By  _____

New West School
Safe & Productive Learning Environment
Public Board Meeting Minutes
August 11, 2014 starting after 11:00 a.m.
Location: 2943 E. 22nd Street, Tucson, AZ 85713
Board Meeting Room

1. Call to Order: Meeting was called to order at 11:02 a.m. and Hank welcomed everyone.

2. Roll Call: Members Present: Hank Payton-Chair
Marvin Knudsen - Member
Donna Payton - Member
Bonnie Evenson - Member
Mike Payton-Clerk

3. Reading & Approval of Minutes from last meeting: Minutes were read by Donna. Approved by all.

4. Approval: Mike presented the School Closure Notification Request; which will cause cancelation of the charter contract. There were not any questions for Mike to answer. Will submit request to the ASBCS. Mike made a motion to close the Mescal site and submit request to ASBCS. Bonnie seconded the motion. All approved the motion.

5. Public Comment: None

6. Adjournment: With the business of the August 11, 2014 the public board meeting concluded, Hank expressed his thanks to everyone. Adjournment was at 10:06 a.m.

Mike Payton, Board Clerk

Date: _____

Minutes read and approved by:

_____ (Signature)

Donna Payton (Printed Name)

Date: _____