

AGENDA ITEM: Surrender Agreement – Westwind Middle School Academy

Issue

Westwind Middle School Academy has submitted a Consent Agreement for the Voluntary Surrender and Termination of the Charter Contract (“Surrender Agreement”).

Background

Westwind Middle School Academy operates Westwind Middle School serving grades 6 through 8. On June 12, 2015, the charter representative notified staff that due to low enrollment, the school closed on May 21, 2015.

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 Westwind Middle School Academy.

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 Westwind Middle School Academy (“Charter Operator”), a nonprofit corporation organized under the laws of the state of Arizona and operating Westwind Middle 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 Westwind Middle School (“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 May 23, 2001 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 six through eight.

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

5. On June 12, 2015, the Charter Operator notified the Board that the School ceased its operations effective May 21, 2015 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, 2015 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, 2015 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 mail 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 2014-2015 school year.

7. The Charter Operator shall deliver the School's student records to the Board no later than June 30, 2015.

8. The Charter Operator has submitted all requisite student level data for its receipt of state equalization funding for the 2014-2015 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 2014-2015 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 is entitled to receive Classroom Site Funds for the 2014-2015 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.

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 shall expend the Instructional Improvement Funds for the 2014-2015 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.

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

WESTWIND MIDDLE SCHOOL ACADEMY


By: Debra Slagle
Charter Representative, Westwind Middle School Academy
Date: 06-25-15

COPY mailed this
_____ day of _____, 2015 to:

Westwind Middle School Academy
Attention: Debra Slagle, Charter Representative
2045 West Northern Avenue
Phoenix, AZ 85021

By _____

Westwind Community Schools

2045 West Northern Avenue Phoenix AZ 85021

Phone 602.864.7731

Fax 602.864.7720

www.westwindacademy.org

**Westwind Middle School Academy Corporate Board Meeting Minutes
Wednesday, June 24, 2015
5:45 PM**

Attending: Sandy Cable, Ronni Ziegler, Chuck Slagle, Debra Slagle

- **Call to Order**
- **Surrender Agreement**
(The Board may decide to move into executive session pursuant to ARS §38-431.03(A)(3) and ARS §38-431.03(A)(4) for advice of counsel.)

Chuck Slagle motioned to approve the Consent Agreement for the Voluntary Surrender and Termination of the Charter Contract. Sandy Cable seconded the motion. The motion passed unanimously.