

**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 The Paideia Academy of Chandler, Inc. (“Charter Operator“), a nonprofit corporation organized under the laws of the state of Arizona and operating The Paideia Academy of Chandler, 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 The Paideia Academy of Chandler (“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 February 29, 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 Kindergarten through four.

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

5. On August 27, 2012, the Charter Operator notified the Board that the School was ceasing its operations and provision of instruction to students effective August 31, 2012.

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 November 30, 2012 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 November 30, 2012 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 2012-2013 school year.

7. The Charter Operator shall notify the Board of the location of the School's student records no later than November 30, 2012.

8. The Charter Operator shall submit all requisite student level data for its receipt of state equalization funding for the 2012-2013 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 2012-2013 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 2012-2013 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 2012-2013 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: Jake Logan
President, Arizona State Board for Charter Schools
Date: _____

THE PAIDEIA ACADEMY OF CHANDLER, INC.

Beth Mendonca
By: Beth Mendonca
Charter Representative, The Paideia Academy of Chandler, Inc.
Date: 11/19/12

COPY mailed this
_____ day of _____, 2012 to:

The Paideia Academy of Chandler, Inc.
Attention: Beth Mendonca, Charter Representative
550 West Warner Road
Chandler, AZ 85225

By _____
11/2012



AGENDA & MINUTES
Paideia Academy of
Chandler Incorporated
 Board of Directors Meeting and
 Minutes

Date: 11/19/2012
Directors: Robert Winsor, Beth Mendonca
Others: Vince Fuentes - business manager, Amanda Leach Curriculum Director, Mark Winsor - attorney
Starting Time: 1:00 pm
Ending Time: 2:45 pm

Welcome and celebration:

Calendar:

Review Previous Agenda action items:

In attendance: Beth Mendonca, Robert Winsor (Brian), Vince Fuentes, Mark Winsor

New Agenda Items:

Time	Agenda Topic	Purpose Decision	Lead	Minutes:
1:00	Voluntary Surrender of Charter	C	Dr. Winsor	Directors reviewed "Consent Agreement..." with business manager and attorney. Reviewed each item of consent agreement and made assignments as noted in "decisions to action" section. Board of directors voted unanimous to sign and submit the Consent Agreement for the Voluntary Surrender and Termination of the Charter Contract." Beth Mendonca signed the Consent Agreement document.
	Review and make decision on "Consent Agreement for the Voluntary Surrender and Termination of the Charter Contract"			
	Review and assign responsibility for items 6, 7, 8, 10, 12, 13 and CSP Grant			
	Disposition of Chandler Charter Assets	B	Fuentes	On advice from attorney and business manager, assets will continue to be stored at Paideia Academy South Phoenix. Assets will be liquidated at fair market value to satisfy unpaid creditors.
	Disposition of Chandler Charter liabilities	B	Fuentes	Discussion and review of creditors by board of directors with input from business manager. Creditors will be contacted and arrangements made for Paideia Academy of Chandler Incorporated to settle outstanding bills as possible through the liquidation of assets.
	Disposition of Chandler Corporation	B	Mark Winsor	Keep Paideia Academy of Chandler Incorporated as a valid business until the assets have been liquidated and liabilities settled.

Decisions to

Action:

Who?	Does what?	By when?	How reported / Documented?
Vince Fuentes	Determine settlement issues of items 6, 7, 8, 10, 12, 13 and CSP grant	December 5, 2012	Report in writing to board of directors.
Vince Fuentes	Determine fair market value – contact schools that might want to purchase assets	December 5, 2012	Report in writing to board of directors.

Purpose

- A = Informational**
- B = Discussion/Input**
- C = Discussion/Decision**

Decision

- 1 = Command**
- 2 = Consult**
- 3 = Consent**
- 4 = Vote**

It is everyone's responsibility to:

- Keep all focused on our shared moral purpose/vision/mission.
- Raise clarifying questions about ideas and proposals.
- Bringing possible solutions along with challenges.
- Using good listening skills: either build on the ongoing discussion or clearly signal that we want to change the subject, and ask if it is okay.