
AGENDA ITEM: Consent Agreement for the Voluntary Surrender and Termination of the Charter Contract for Wildcat Secondary School

Issue

Wildcat Secondary School has requested the voluntary surrender and termination of its charter effective June 30, 2013.

Background:

The charter was signed on April 18, 2006.

The charter operator currently serves approximately 215 students in kindergarten through grade eight at its location in Tucson.

On February 8, 2013, the Charter Operator notified the Board that the school will be ceasing its operations and provision of instruction to students effective May 29, 2013 because the school is not meeting academic performance expectations.

The Charter Operator's governing board accepted the terms of the agreement at a public meeting and an agreement signed by the charter representative was provided.

Board Options

Option 1: The Board may vote to approve the surrender agreement as presented. Staff recommends the following language: I move to approve the Voluntary Surrender and Termination of the Charter Contract for Wildcat Secondary School as presented.

Option 2: The Board may choose not to approve the Voluntary Surrender and Termination of the Charter Contract for Wildcat Secondary School and include direction as to how it would like staff to proceed.

**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 WILDCAT SECONDARY SCHOOL (“Charter Operator”), a nonprofit corporation organized under the laws of the state of Arizona and authorized to operate WILDCAT 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 if the Board deems that the charter school is in compliance with its own charter and Title 15, Chapter 1, Article 8, A.R.S. A.R.S. § 15-183(I)(1).

RECITALS

1. The Charter Operator is authorized to operate WILDCAT SCHOOL (“the School”), a charter school established pursuant to A.R.S. § 15-181 *et seq.*
2. The School is authorized to operate pursuant to a charter contract executed on April 18, 2006 between the Charter Operator and the Board (“Charter”).

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 K-8 grades.

4. Mr. Walter Doyle is the Charter Representative and person authorized to execute documents on behalf of the Charter Operator.

5. On February 8, 2013, the Charter Operator notified the Board that the school was ceasing its operations and provision of instruction to students effective May 29, 2013, because the school is not meeting academic performance expectations.

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, 2013 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, 2013 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 educational records no later than June 30, 2013.

8. The Charter Operator shall submit all requisite student level data for its receipt of state equalization funding for 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. 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.

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

16. 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: _____

WILDCAT SECONDARY SCHOOL AND WILDCAT SCHOOL



By: Walter Doyle
Charter Representative, Wildcat Secondary School
Date: 4/24/13

COPY mailed this
_____ day of _____, 2013 to:

Wildcat Secondary School
Attention: Walter Doyle, Charter Representative
25 E. Drachman
Tucson, AZ 85705

By _____

Wildcat School
42 E. Adams - Tucson, Arizona 85705
Monday, April 15, 2013
3:30 PM
Governing Board Meeting

GOVERNING BOARD

Dr. Walter Doyle	President
Dr. Sara Chavarria	Member
Mr. Christopher Volpe	Member
Ms. Ernette Leslie	Parent Member

NOTICE AND AGENDA

Item	Disposition
1. CALL TO ORDER	3:35pm
2. ROLL CALL	
3. ADOPT AGENDA	K. Volpe moved to adopt. S. Chavarria seconded. All agreed.
4. RECOGNITION/PRESENTATIONS	
5. REMARKS FROM THE PUBLIC (On Any Item NOT On The Agenda. Pursuant to ARS §38-431.02 (H) "The Governing Board may discuss, consider or make decisions only on matters listed on the Agenda.	none
6. CONSENT AGENDA Approval of Jan. 11, Feb. 11, & March 18, 2013 Wildcat School Governing Board Minutes	S. Chavarria moved to adopt. K. Volpe seconded. All agreed.
7. OLD BUSINESS February and March Financials	Reviewed revised budget. C. Douglas presented March Financial Statement and board signed it. a. Kip approved revised budget. Sara seconded. All agreed. C. Douglas will email revised budget to members.
8. Directors Comments a. Personal days for salary employees b. Sewer update c. Bus update	a. Personal Days – We will follow contracts. Will revisit in June with review of financials and address requests case by case. b. Sewer updates – Students stuffing paper down toilets. Will keep bathrooms locked until 7:30am. Monitors will be on duty to supervise usage. c. Bus – doing well so far. Minor repairs under \$200.00. Kip shared that Health Rep would be glad to sit with anyone to discuss options. Also that Beacon has shredding services. Discussed that after-school stipends need to be dispersed. (to Waters, Federico, Manzo)
9. NEW BUSINESS Consent Agreement to Surrender and Terminate Charter Contract	K. Volpe moved that we approve Consent agreement to Surrender and that W. Doyle submit it to the Arizona State Board for Charter Schools. S. Chavarria seconded. All agreed.
10. EXECUTIVE SESSION FOR PERSONNEL, NEGOTIATIONS OR STUDENT MATTERS.	none
11. STUDY SESSION	
12. Future Meetings: May 20, 2013	Discussion / Action
13. ADJOURNMENT	5:01pm

Meeting Posted April 12, 2013