

THE TERMS OF THIS DRAFT AGREEMENT ARE PREPARED IN CONNECTION WITH SETTLEMENT DISCUSSIONS AND EXPRESSLY ARE NOT INTENDED TO REPRESENT ANY CONCESSIONS REGARDING THE VALIDITY OF ANY ALLEGATIONS, CLAIMS OR DEFENSES OR ANY ADMISSION OR OBLIGATION BY THE SCHOOL DISTRICT OF PHILADELPHIA OR ITS AGENTS OR ATTORNEYS. NO PERSON MAY USE THE EXISTENCE OF THIS PROPOSAL OR LANGUAGE CONTAINED HEREIN FOR ANY PURPOSE OTHER THAN SETTLEMENT DISCUSSIONS.

OGC Contract No. ____/F19
Approved by the Board of Education Action Item ____
Dated _____, 2019

**AGREEMENT TO CLOSE CHARTER SCHOOL AND
CANCEL NONRENEWAL HEARING**

This Agreement To Close Charter School and Cancel Nonrenewal Hearing (“Agreement”) is made and entered into as of May **28**, 2019 by and between THE SCHOOL DISTRICT OF PHILADELPHIA (the “School District”), acting by and through the Board of Education, located at 440 North Broad Street, Philadelphia, Pennsylvania 19130, and the ARCHITECTURE AND DESIGN CHARTER HIGH SCHOOL d/b/a CHARTER HIGH SCHOOL OF ARCHITECTURE AND DESIGN (“CHAD” or “Charter School”), acting through and by its Board of Trustees (the “Charter Board”), located at 105 South 7th Street, Philadelphia, PA 19106.

Background

WHEREAS, the Board of Education granted a charter (“Charter”) to the CHAD Charter Board to operate a charter school for a four-year term commencing in 1999; and

WHEREAS, the School Reform Commission (“SRC”) renewed the Charter for five-year terms in 2003, 2008 and 2013; and

WHEREAS, the SRC, by Resolution No. SRC-4, approved on June 21, 2017, issued a Notice of Nonrenewal (“Notice of Nonrenewal”) of CHAD’s Charter, and a public hearing on the nonrenewal is scheduled to begin on June 12, 2019; and

WHEREAS, CHAD has agreed to permanently close effective June 30, 2020 and to surrender and forfeit the Charter, and the Board of Education has agreed to cancel the public hearing on the nonrenewal of the CHAD’s Charter; and

WHEREAS, the School District and CHAD have agreed to work together to explore the establishment of an architecture and design school or program managed by the School District as set forth in this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the School District and the Charter School, intending to be legally bound, hereby agree as follows:

1. The Charter School agrees to close the Charter School as of June 30, 2020, to surrender and forfeit its Charter effective the end of the 2019-2020 school year, and to promptly dissolve the Charter School entity.
2. The Board of Education agrees to cancel the public hearing on the nonrenewal of the Charter School's Charter currently scheduled to begin on June 12, 2019.
3. The School District and CHAD agree to work together to explore the establishment of an architecture and design school or program managed by the School District. The specific details of such architecture and design school or program would be documented in a memorandum of understanding ("MOU") between the parties to be executed on or before September 30, 2019. The School District is interested in discussing the feasibility of a design-based program or school situated in Center City, to provide continuity for students currently enrolled in CHAD and to make such a program available to Philadelphia high school students in future years.
4. CHAD agrees to remain in operation during the 2019-2020 school year and to provide an educational program and all required services to all enrolled students through June 30, 2020 in compliance with all applicable federal, state and local laws, including without limitation the provision of all required special education programs and English Learners services.
5. The School District and CHAD agree together to work with students, parents/guardians and caregivers during the 2019-2020 school year to identify new schools and programs for all students enrolled in the Charter School including any successor program or school that is identified in the MOU.
6. CHAD agrees to provide to the School District complete copies of all student records, including copies of all available transcripts, grades, IEP's, disciplinary records, and health records for all current and former students at the end of the 2019-2020 school year.
7. CHAD acknowledges and agrees that CHAD's agreement to close the Charter School as of June 30, 2020, to surrender and forfeit its Charter effective the end of the 2019-2020 school year and to promptly dissolve the Charter School entity is independent and separate from the discussions on the feasibility of an architecture and design school or program and the terms of a MOU as set forth in Paragraph 3 of this Agreement. Thus, CHAD acknowledges and agrees that even if the School District and CHAD are unable to reach agreement on the terms of a MOU related to the establishment of an architecture and design school or program managed by the School District, CHAD shall close the Charter School as of June 30, 2020, shall surrender and forfeit its Charter effective the end of the 2019-2020 school year, and shall promptly dissolve the Charter School entity.
8. If the Charter School fails to close as of June 30, 2020, fails to surrender and forfeit its Charter effective the end of the 2019-2020 school year and/or fails to promptly dissolve the Charter School entity, the Charter School shall be in breach of this Agreement and shall be responsible for the School District's attorneys' fees, expenses and costs in pursuing litigation to enforce this Agreement, for reinstating revocation or nonrenewal proceedings or for pursuing other remedies in connection with the Charter School's actions. The Charter School further agrees that if the Charter School fails to close as of

June 30, 2020, fails to surrender and forfeit its Charter effective the end of the 2019-2020 school year and/or fails to promptly dissolve the Charter School entity, such a failure constitutes irreparable injury to the School District that cannot be adequately compensated by monetary damages, and the School District will be entitled to equitable relief to enjoin the Charter School's failure to perform its duties under the Agreement.

9. CHAD acknowledges and represents that the CHAD Charter Board has approved this Agreement at a duly advertised public meeting on May 28, 2019.

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first written above.


THE SCHOOL DISTRICT OF
PHILADELPHIA


APPROVED AS TO FORM:

By: _____
Joyce Wilkerson
President, Board of Education

Assistant General Counsel

ARCHITECTURE AND DESIGN CHARTER
HIGH SCHOOL d/b/a CHARTER HIGH
SCHOOL OF ARCHITECTURE AND DESIGN

By: 
Lance M. Rothstein (May 28, 2019)
Lance Rothstein, AIA
President, Board of Trustees

By: 
Monique McCray (May 28, 2019)
Monique McCray, NOMA, LEED AP, CDT
Secretary, Board of Trustees