

AGREEMENT TO TERMINATE CHARTER SCHOOL SPONSOR AGREEMENT

THIS AGREEMENT, made and entered into by and between Independent School District No. 709, Duluth (“District”), and Lake Superior High School (“School”), hereby terminates the existing Charter School Sponsor Agreement (“Sponsorship Agreement”) which identifies the responsibilities and obligations of the parties related to the District’s sponsorship of the School through June 30, 2012.

WHEREAS, the District has indicated its intent to initiate statutory termination proceedings to end its sponsorship of the School at the end of the 2010-2011 school year; and

WHEREAS, the School desires to continue operating as a charter school with a new authorizer; and

WHEREAS, the School and the District would like to avoid the burdens and expense of the statutory termination process in favor of a mutual agreement to bring about the termination of the Sponsorship Agreement as provided in Minnesota Statutes Section 124D.10, Subdivision 23(c):

“If the sponsor and the charter school board of directors mutually agree to terminate or not renew the contract, a change in sponsors is allowed if the commissioner approves the transfer to a different eligible authorizer to authorize the charter school. Both parties must jointly submit their intent in writing to the commissioner to mutually terminate the contract. The sponsor that is a party to the existing contract at least must inform the approved different eligible sponsor about the fiscal and operational status and student performance of the school. Before the commissioner determines whether to approve a transfer of authorizer, the commissioner first must determine whether the charter school and prospective new authorizer can identify and effectively resolve those circumstances causing the previous authorizer and the charter school to mutually agree to terminate the contract. If no transfer of sponsor is approved, the school must be dissolved according to applicable law and the terms of the contract.”

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and conditions hereafter contained, it is hereby agreed as follows:

1. **TERMINATION OF THE SPONSORSHIP AGREEMENT.** In consideration for the terms of this Agreement, the District and School hereby agree to terminate the Sponsorship Agreement, effective June 30, 2011. The parties shall jointly submit

their intent to mutually terminate the Sponsorship Agreement in writing to the Commissioner of the Minnesota Department of Education. The District shall inform any approved different eligible authorizer about the fiscal and operational status and student performance of the School.

2. EFFECT OF TERMINATION. The parties agree that at the end of the business day on June 30, 2011, the District's sponsorship of the School will end automatically. The parties agree that the District will not have to follow any statutory or contractual process for the termination of the Agreement. The parties agree that there will be no right to sponsor continuation beyond June 30, 2011, and that the District will no longer be the sponsor of the School. This provision applies irrespective of whether the School has failed to secure alternative sponsorship from another organization or whether the School is in the process of receiving approval for a new sponsor from the Minnesota Department of Education.
3. WAIVER OF RIGHTS. The parties agree that the terms of this Agreement regarding the mutual termination of the Sponsorship Agreement shall be binding. The parties agree that they have both willingly waived any rights to statutory or contractual notice, timelines, and procedures related to the termination of the Sponsorship Agreement.
4. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties relating to the mutual termination of the Sponsorship Agreement. No party has relied upon any oral statements or promises that are not set forth in this document. No changes to this Agreement or the Sponsorship Agreement are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the District and School have caused this Agreement to be duly executed on the day and year signed below.

INDEPENDENT SCHOOL DISTRICT #709, DULUTH

By: _____

Date: _____

Its: _____

By: _____

Date: _____

Its: _____

LAKE SUPERIOR HIGH SCHOOL

By: _____

Date: _____

Its: _____

By: _____

Date: _____

Its: _____

RRM: 150697