

## **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 Arizona Academy of Leadership, Inc. (“Charter Operator”), a nonprofit corporation organized under the laws of the state of Arizona and operating Arizona Academy of Leadership and Arizona Academy of Leadership – Central, charter schools 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 operates Arizona Academy of Leadership and Arizona Academy of Leadership - Central (“the Schools”), charter schools established pursuant to A.R.S. § 15-181 *et seq.*

2. The Schools operate pursuant to a charter contract executed on May 9, 2007 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 two school sites to serve students in kindergarten through eighth grades.

4. Ms. Tonya Strozier is the Charter Representative and person authorized to execute documents on behalf of the Charter Operator.

5. On July 20, 2012, the Charter Operator notified the Board that the Schools would not be opening for the 2012-2013 school year due to financial challenges caused by low student 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, 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 Schools is terminated effective June 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 Schools in the 2011-2012 school year.

7. Custody of the Schools' student educational records will be turned over to Arizona Community Development Corporation and subsequently stored at 2050 North Wilmot Road, Tucson, AZ 85712. These records will be provided to Arizona Community Development Corporation in a manner consistent with the Arizona State Library, Archives and Public Records' retention schedule for District and Charter Schools.

8. The Charter Operator shall submit all requisite student level data for its receipt of state equalization funding for 2011-2012 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 2011-2012 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 2011-2012 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 is entitled to receive Instructional Improvement Funds for the 2011-2012 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. The Charter Operator shall refund any overpayment of Instructional Improvement Funds in the amount determined by the Department in the manner directed by the Department.

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 or to exercise its rights under federal or state law related to bankruptcy, insolvency or similar laws.


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: \_\_\_\_\_

ARIZONA ACADEMY OF LEADERSHIP, INC.

  
\_\_\_\_\_  
By: Tonya Strozier  
Charter Representative, Arizona Academy of Leadership, Inc.

Date: \_\_\_\_\_ 8/1/12 \_\_\_\_\_

COPY mailed this  
\_\_\_\_\_ day of \_\_\_\_\_, 2012 to:

Arizona Academy of Leadership, Inc.  
Attention: Tonya Strozier, Charter Representative  
P.O. Box 22046  
Tucson, AZ 85734

By \_\_\_\_\_