

**BEFORE THE ARIZONA STATE BOARD
FOR CHARTER SCHOOLS**

In the matter of:

CPLC Community Schools
(a non-profit corporation)

and

Calli Ollin High School
(a charter school)

**CONSENT AGREEMENT FOR
VOLUNTARY SURRENDER AND
TERMINATION OF THE
CHARTER CONTRACT**

This Agreement is entered into by CPLC Community Schools, by and through its authorized agent, and the Arizona State Board for Charter Schools, by and through its authorized representatives, and provides the following terms and agreement:

1. Calli Ollin High School ("School") is a charter school established pursuant to Arizona Revised Statutes ("A.R.S.") § 15-181 *et seq.*
2. The Charter for the School is held by CPLC Community Schools ("Charter Operator"), a non-profit corporation, organized under the laws of the state of Arizona. The Arizona State Board for Charter Schools ("Board") is the Charter Operator's sponsor.
3. The charter contract was signed by Magdalena Verdugo and Lorraine Lee, as the individuals authorized to sign for the Charter Operator.
4. Pursuant to A.R.S. § 15-183 and the Charter Contract, the Board sponsors the Charter Operator to operate one School site to serve students in grades nine through twelve.
5. The Charter Contract was executed on June 24, 2004 under the Charter Operator name of Calli Ollin Academy.
6. The Charter Operator voluntarily tenders and surrenders its Charter Contract to its sponsor, the Board, with the intent to voluntarily terminate its Charter Contract effective June 30, 2010 for the purpose of further performance.
7. The Charter Operator shall mail a complete copy of each student's educational record to the student's parent or legal guardian.

8. The Charter Operator shall notify the Board of the location of the student records of the School no later than August 20, 2010.
9. The Charter Operator agrees that all necessary student level data has been submitted to the Arizona Department of Education through the Student Accountability Information System ("SAIS").
10. The Charter Operator is entitled to receive state equalization assistance funds for the 2009-2010 school year to which it is entitled under the school funding formula provided in Arizona law, but no more.
11. The Charter Operator is entitled to receive Classroom Site Funds for the 2009-2010 school year to which it is entitled under the provisions of Arizona law, but no more.
12. The Charter Operator agrees to refund any overpayment of state equalization assistance funds in the amount determined by the Arizona Department of Education in the manner directed by the Arizona Department of Education.
13. The Charter Operator agrees to refund any overpayment of Classroom Site Funds monies in the amount determined by the Arizona Department of Education in the manner directed by the Arizona Department of Education.
14. The Charter Operator agrees to submit any outstanding grant reports and to refund any outstanding grant monies or allocation of education funds to the Arizona Department of Education in the manner directed by the Arizona Department of Education.
15. The Charter Operator shall expend the Classroom Site Funds in a manner consistent with its intent as specified in A.R.S. § 15-977.
16. The Charter Operator shall expend the Instructional Improvement Funds in a manner consistent with its intent as specified in A.R.S. § 15-979.
17. The Charter Operator entered into this Consent Agreement after the School had been designated as failing to meet academic standards in accordance with A.R.S. § 15-241.U.
18. The Board accepts the surrender of the Charter Contract of CPLC Community Schools for the operation of Calli Ollin High School.
19. The Charter Contract between the Board and CPLC Community Schools for the operation of Calli Ollin High School is terminated effective June 30, 2010 for the purposes of further performance.

20. This Agreement is not binding on either party until both the Board and the Charter Operator's Governing Board accept it by a majority vote at a public meeting. This Agreement is effective immediately upon its approval and execution by the authorized representatives of the Board for CPLC Community Schools and the Board.

21. 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.

22. CPLC Community Schools understands that it has the legal right to consult with an attorney prior to entering into this Agreement.

23. Each party shall be responsible for its own attorneys' fees and costs in this matter.

DATED: August 11th, 2010

CPLC Community Schools

By Magdalena Verdugo

Magdalena Verdugo, as Charter Representative and authorized signer for CPLC Community Schools

DATED: August ____, 2010

The Arizona State Board for Charter Schools

By _____

Norm Butler, President of the Arizona State Board for Charter Schools