

**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 Caliber College Prep High School (South), Inc. (“Charter Operator”), a nonprofit corporation organized under the laws of the state of Arizona and authorized to operate Caliber High 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 Caliber High 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 July 1, 2012 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 ninth through twelfth 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 School would not be opening for the 2012-2013 school year as previously planned.

### **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 July 20, 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 School is terminated effective July 20, 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.

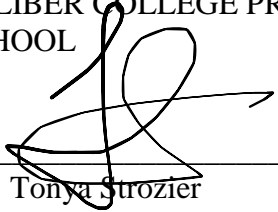
6. The Charter Operator understands that it has the legal right to consult with an attorney prior to entering into this Agreement.

7. 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: \_\_\_\_\_

CALIBER COLLEGE PREP HIGH SCHOOL (SOUTH), INC. AND CALIBER HIGH SCHOOL

  
\_\_\_\_\_  
By: Tonya Strozier  
Charter Representative, Caliber College Prep High School (South), Inc.  
Date: 8/1/12

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

Caliber College Prep High School (South), Inc.  
Attention: Tonya Strozier, Charter Representative  
P.O. Box 22046  
Tucson, AZ 85734

By \_\_\_\_\_