

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

In the matter of

CASY ELEMENTARY SCHOOL
(a non-profit corporation)

and

CASY COUNTRY DAY SCHOOL
(a charter school)

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

This Agreement is entered into by CASY Elementary School, 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. CASY Country Day School (hereafter, "the School") is a charter school established pursuant to Arizona Revised Statutes (hereafter, "A.R.S.") § 15-181 *et seq.*
2. The Charter for the School is held by CASY Elementary School, a non-profit corporation organized under the laws of the state of Arizona (hereafter, "the Charter Operator").
3. The Charter Operator was granted a charter by the Arizona State Board of Education on June 27, 1995. The charter was subsequently transferred to the Arizona State Board for Charter Schools (hereafter, the "Board") and on June 28, 2000, the charter contract between the Charter Operator and the Board was executed.
4. The Charter Contract was signed by John Spero, as the Charter Representative and person authorized to sign for the Charter Operator.
5. 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 kindergarten through five.

6. On December 5, 2008, the Charter Contract was amended to reflect Bill French and Steven Mills as the current Charter Representatives and persons authorized to sign for the Charter Operator.

7. The Charter Operator voluntarily tenders and surrenders its charter contract for the operation of the School to its sponsor, the Board, with the intent to voluntarily terminate its charter contract effective June 30, 2009 for the purpose of further performance.

8. The Charter Operator shall mail a complete copy of each student's educational record to the student's parent or legal guardian.

9. The Charter Operator shall provide the Board with copies of all notifications and communications with parents regarding the closure of CASY Country Day School no later than March 1, 2009.

10. The Charter Operator shall notify the Board of the location of the student records of the School no later than June 30, 2009.

11. The Charter Operator represents that all necessary student level data has been submitted to the Arizona Department of Education through the Student Accountability Information System (SAIS) and will continue to be submitted through the term of the contract through June 30, 2009.

12. The Charter Operator is entitled to receive state equalization assistance funds for the 2008-2009 school year to which it is entitled under the school funding formula provided in Arizona law, but no more.

13. Pursuant to A.R.S. § 15-185(H), 10 percent of the Charter Operator's monthly apportionment of state aid is being withheld as a result of the Board's determination that the Charter Operator is not in compliance with federal, law, with the laws of this state or with its charter due to the Charter Operator's failure to comply with federal and state payroll tax requirements and failure to remain current with its member and employer contribution obligations to the Arizona State Retirement System.

14. 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.

15. The Charter Operator is entitled to receive Classroom Site Funds for the 2008-2009 school year to which it is entitled under the provisions of Arizona law, but no more.

16. 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.

17. 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.

18. The Charter Operator shall expend the Classroom Site Funds in a manner consistent with its intent as specified in A.R.S. § 15-977.

19. The Charter Operator shall expend the Instructional Improvement Funds in a manner consistent with its intent as specified in A.R.S. § 15-979.

20. The Board accepts the surrender of the charter contract of CASY Elementary School for the operation of CASY Country Day School.

21. The charter contract between the Board and CASY Elementary School for the operation of CASY Country Day School is terminated effective June 30, 2009 for the purposes of further performance.

22. This Agreement is not binding on either party until both the Board and the Charter Operator's Governing Board approve 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 Board and CASY Elementary School.

23. 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.

24. CASY Elementary School understands that it has the legal right to consult with an attorney prior to entering into this Agreement.

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

DATED: January 28, 2009
CASY Elementary School

By Bill French
Bill French, as Charter Representative and
authorized signer for CASY Elementary School

and

By Steven Mills
Steven Mills, as Charter Representative and
authorized signer for CASY Elementary School

DATED: February __, 2009
The Arizona State Board for Charter Schools

By _____
Christy Farley, President of the Arizona State Board for Charter Schools