

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

In the matter of

BEGINNING ACADEMY, INC.
(a non-profit corporation)

and

BEGINNING ACADEMY (a charter
school)

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

This Agreement is entered into by Beginning Academy, Inc., 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. Beginning Academy (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 Beginning Academy, Inc., a non-profit corporation, organized under the laws of the state of Arizona (hereafter, "the Charter Operator").
3. The Charter Contract was signed by Mary E. Sales, as the person authorized to sign for the Charter Operator.
4. Pursuant to A.R.S. § 15-183 and the Charter Contract, the Arizona State Board for Charter Schools (hereafter, the "Board") sponsors the Charter Operator to operate one School site to serve students in grades kindergarten through fifth.
5. The Charter Contract was executed on March 10, 2005.
6. 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.

7. The Charter Operator has mailed a complete copy of the students' educational record to the students' parents.

8. The Charter Operator shall notify the Board of the location of the student records of the School no later than June 5, 2009.

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 2008-2009 school year that it is entitled to 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 2008-2009 school year that it is entitled to 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 Board accepts the surrender of the charter contract of Beginning Academy, Inc. for the operation of Beginning Academy.

18. The charter contract between the Board and beginning Academy, Inc. for the operation of Beginning Academy is terminated effective June 30, 2009 for the purposes of further performance.

19. This Agreement is not binding on the Board until the Board accepts 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 and Beginning Academy, Inc.

20. 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.

21. Beginning Academy, Inc. understands that it has the legal right to consult with an attorney prior to entering into this Agreement.

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

DATED: ~~May~~^{June} 31, 2009
Beginning Academy, Inc.

By Mary E. Sales
Mary E. Sales, as Charter Representative and
authorized signer for Beginning Academy, Inc.

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

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