

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

In the matter of:

Old Pueblo Children's Academy (a non-profit corporation)

and

Old Pueblo Children's Academy (a charter school)

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

This Agreement is entered into by Old Pueblo Children's Academy 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. Old Pueblo Children's Academy ("School") is a charter school established pursuant to Arizona Revised Statutes ("A.R.S.") § 15-181 *et seq.* and sponsored by the Arizona State Board for Charter Schools ("Board").
2. The School operates pursuant to a Charter Contract between Old Pueblo Children's Academy, ("Charter Operator"), a non-profit corporation, organized under the laws of the state of Arizona and the Board.
3. The charter contract was executed on May 22, 2001.
4. The charter contract was signed by Thomas E. Young, as Charter Representative and the person authorized to sign for the Charter Operator.
5. On July 7, 2005, the Charter was amended to delete Thomas E Young as the Charter Representative and to add Ronda McCarthy as the Charter Representative.
6. 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 kindergarten and grades one through eight.
7. 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 January 6, 2012 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 notify the Board of the location of the student records of the School no later than February 3, 2012.

10. 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").

11. The Charter Operator is entitled to receive state equalization assistance funds for the 2011-2012 school year through January 6, 2012 to which it is entitled under the school funding formula provided in Arizona law, but no more.

12. The Charter Operator is entitled to receive Classroom Site Funds for 2011-2012 school year through January 6, 2012 to which it is entitled under the provisions of Arizona law, but no more.

13. 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.

14. 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.

15. 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.

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

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

18. The Board accepts the surrender of the Charter Contract of Old Pueblo Children's Academy for the operation of Old Pueblo Children's Academy.

19. The Charter Contract between the Board and Old Pueblo Children's Academy for the operation of Old Pueblo Children's Academy is terminated effective January 7, 2012 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 Old Pueblo Children's Academy 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. Old Pueblo Children's Academy 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: This 29th day of February, 2011.

Old Pueblo Children's Academy

By _____

Ronda McCarthy, as Charter Representative and authorized signer for Old Pueblo Children's Academy

DATED: This _____ day of _____, 2011.

The Arizona State Board for Charter Schools

By _____

Jake Logan, President of the Arizona State Board for Charter Schools

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Board Meeting April-2012

In Attendance:

Ronda McCarthy
Dr. Gary Denny
Fran Haggerty

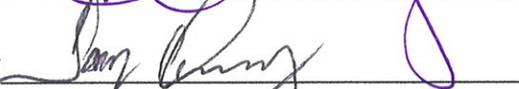
Meeting Began at 4:30pm

Discussion and approval of surrender agreement was handed out to board members in attendance. Two out of three members were in attendance. Surrender agreement was approved.

Ronda McCarthy



Dr. Gary Denny



Fran Haggerty



Dated

April 6th 2012

Meeting Ajourned

5:45