

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

In the matter of:

**SHONTO GOVERNING BOARD OF  
EDUCATION, INC.**  
(a Navajo Nation non-profit corporation)

and

**SHONTO PREPARATORY SCHOOL**  
(a charter school)

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

This Agreement is entered into by Shonto Governing Board of Education, 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. Shonto Preparatory School ("the School") is a charter school established pursuant to Arizona Revised Statutes ("A.R.S.") § 15-181 *et seq.* and operating in Shonto, Arizona. The School is sponsored by the Arizona State Board for Charter Schools ("the Board").
2. The Charter for the School is held by Shonto Governing Board of Education, Inc. ("Charter Holder"), a Navajo Nation non-profit corporation, organized under the laws of the Navajo Nation.
3. The charter contract was signed by Jones Grass, as the person authorized to sign for the Charter Holder.
4. On June 2, 2003, the charter contract was amended to reflect Dr. Richard McClements as the current charter representative and person authorized to sign for the Charter Holder.
5. Pursuant to A.R.S. § 15-183 and the Charter Contract, the Board sponsors the Charter Holder to operate one School site to serve students in grades kindergarten through eight.
6. The Charter Contract was executed on May 28, 1999.

7. A.R.S. §15-183.E.4 requires that the charter contract ensure that the charter school design a method to measure pupil progress toward the pupil outcomes adopted by the State Board of Education, including participation in the AIMS test. Further, A.R.S. 15-241.B requires each public school to submit to the ADE any data that is required and requested and that is necessary to compile the school's achievement profile.

8. The Charter Holder breached its charter contract, A.R.S. 15-183.E.4 and A.R.S. 15-241.B when, for fiscal years 2007, 2008 and 2009, the School failed to submit any AIMS student test data for its charter school students, resulting in the unavailability of that data for Achievement Profile or evaluation purposes.

9. The Charter Holder voluntarily tenders and surrenders its Charter Contract to its sponsor, the Board, with the intent to voluntarily terminate its Charter Contract effective October 1, 2009 for the purpose of further performance.

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

11. The Charter Holder shall notify the Board of the location of the student records of the Schools no later than October 1, 2009.

12. The Charter Holder states that all necessary student level data has been submitted to the Arizona Department of Education through the Student Accountability Information System ("SAIS").

13. The Charter Holder is entitled to receive state equalization assistance funds during the 2009-2010 school year to which it is entitled for the days it provided instruction under the school funding formula provided in Arizona law, but no more.

14. The Charter Holder 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.

15. The Charter Holder 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.

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

19. The Charter Holder 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 Shonto Governing Board of Education, Inc. for the operation of Shonto Preparatory School.

21. The Charter Contract between the Board and Shonto Governing Board of Education, Inc. for the operation of the Schools is terminated effective October 1, 2009 for the purposes of further performance.

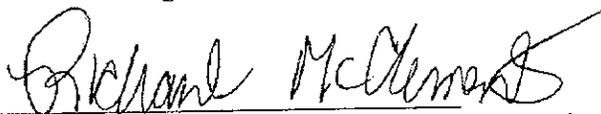
22. This Agreement is not binding on either party until both the Board and the Charter Holder's Governing Board approve it by the number of votes necessary to pass a measure at a public meeting. This Agreement is effective immediately upon its approval and execution by the authorized representatives of the Board for Shonto Governing Board of Education, Inc. and the Board.

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 Holder or the Board.

24. Shonto Governing Board of Education, Inc. 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: this 14<sup>th</sup> day of September, 2009  
**Shonto Governing Board of Education, Inc.**

By   
Dr. Richard McClements, as Charter Representative and authorized signer for Shonto Governing Board of Education, Inc.

DATED: this \_\_\_ day of \_\_\_\_\_, 2009  
**The Arizona State Board for Charter Schools**

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

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**From:** Cassandra Burtel [mailto:cburtel@mail.shonto.bia.edu]  
**Sent:** Tuesday, September 15, 2009 1:17 PM  
**To:** Deanna Rowe  
**Subject:** Surrender Agreement

Ms. Rowe,

I certify that the Surrender of Charter Contract for the Shonto Prep K-8 School was approved by the board with a vote of 4 approve, 1 oppose, and 0 abstained at a duly called meeting held on September 14, 2009.

If you have any questions, you may contact me at (928) 672-2652 ext 526.

Thank you,  
Cassandra Burtel  
Recording Secretary  
Administrative Assistant to the Superintendent