

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

In the matter of:

**US MENTAL MATH FEDERATION,
INCORP** (a non-profit corporation)

and

AIM HIGH INSTITUTE
(a charter school).

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

This Agreement is entered into by US Mental Math Federation, Incorp. and the Arizona State Board for Charter Schools, by and through their authorized representatives, and provides the following terms and agreement:

FINDINGS OF FACT

1. Aim High Institute ("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 ("Charter") between US Mental Math Federation, Incorp. ("Charter Operator"), a non-profit corporation organized under the laws of the state of Arizona, and the Board.
3. The Charter was signed by Fawzia Mai Tung, as Charter Representative and the person authorized to sign for the Charter Operator.
4. 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 grades Kindergarten through 9.
5. The Charter was executed on July 23, 2009.
6. On June 24, 2010, the Charter was amended to delete Fawzia Mai Tung as the Charter Representative and to add Rueyin Chiou as the Charter Representative.
7. The School closed on October 29, 2010 and, as of that date, discontinued providing a program of instruction to its students.

8. In 2010, the Arizona Department of Education ("Department"), Assessment Division, invalidated the Arizona Instrument to Measure Standards test scores in all content areas for all School students in Grades 7 and 8 due to the School leaving students unsupervised during testing and due to the School's provision of teacher assistance on the science section of the test. The mathematics section for all School students in Grades 5 and 6 was also invalidated due to the School's provision of teacher assistance on some test items.

9. The Charter Operator's annual financial audit and legal compliance questionnaire for the fiscal year ending June 30, 2010 were due to the Board by November 15, 2010.

10. To date, the Charter Operator has failed to submit its annual financial audit and legal compliance questionnaire for the fiscal year ending June 30, 2010 to the Board.

11. Pursuant to A.R.S. § 15-185(H), at its meeting on November 19, 2010, the Board voted to withhold 10% of the Charter Operator's monthly apportionment of state aid for the Charter Operator's failure to timely submit its annual financial audit and legal compliance questionnaire for the fiscal year ending June 30, 2010.

12. On March 14, 2011 the Board denied the Charter Operator's request for a temporary suspension of the School's operation.

CONCLUSIONS OF LAW

13. A.R.S. § 15-183(R) provides that the Board has oversight and administrative responsibility for the charter schools that it sponsors.

14. A.R.S. § 15-183(I)(3) provides that the Board may revoke a charter at any time if the charter school breaches one or more provisions of its charter.

15. The Charter of the Charter Operator and the Board provides that the Board may revoke the Charter for any violation of the Charter, state, federal or local laws, ordinances or rules or regulations.

16. A.R.S. §§ 15-183(E)(6) and -914 and the Charter require that the Charter Operator undergo an annual financial audit, including the completion of a legal compliance questionnaire, by an independent certified public accountant.

17. The Charter Operator breached its Charter and A.R.S. §§ 15-183(E)(6) and -914 when it failed to submit its annual financial audit and legal compliance questionnaire for the fiscal year ending June 30, 2010.

18. The Charter Operator breached its Charter and A.R.S. § 15-183(E)(3) when it closed the School and failed to provide a program of instruction for the requisite number of days.

SETTLEMENT TERMS AND ORDER

19. The Board and the Charter Operator agree that because of the Board's vote to issue a Notice of Intent to Revoke Charter, the Charter Operator is subject to the revocation of its

Charter.

20. In consideration of the Board foregoing its option to proceed with the revocation proceedings and to hold a hearing, and the Charter Operator waiving its right to a hearing and providing its defense, except as set forth herein, it is in the best interests of the Board and the Charter Operator to mutually resolve this matter.

21. By entering into this Agreement, the Charter Operator agrees to the factual findings and conclusions of law set forth in this Agreement, and understands that it cannot contest any of these findings or conclusions in the future.

22. The Charter Operator agrees to voluntarily tender and surrender its Charter to its sponsor, the Board, with the intent to voluntarily terminate its Charter for the purpose of further performance.

23. The Charter Operator has mailed a complete copy of each student's educational record to the student's school currently attending, parent or legal guardian.

24. The Charter Operator states that all necessary student level data has been submitted to the Department through the Student Accountability Information System ("SAIS").

25. The Charter Operator is entitled to receive state equalization assistance funds for the 2010-2011 school year to which it is entitled under the school funding formula provided in Arizona law, but no more.

26. The Charter Operator was overfunded \$21,760 in state equalization assistance for the 2010-2011 school year when it failed to provide instruction to students for the full academic year.

27. The Charter Operator is entitled to receive Classroom Site Funds for the 2010-2011 school year to which it is entitled under the provisions of Arizona law, but no more.

28. The Charter Operator was overfunded \$2,200 in Classroom Site Fund monies for the 2010-2011 school year when it failed to provide instruction to students for the full academic year.

29. The Charter Operator agrees to submit any outstanding grant reports, if any.

30. The Board accepts the surrender of the Charter of US Mental Math Federation, Incorp. for the operation of Aim High Institute.

31. The Charter between the Board and US Mental Math Federation, Incorp. for the operation of Aim High Institute is terminated effective June 30, 2011 for the purpose of further performance.

32. 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 US. Mental Math Federation, Incorp. and the Board.

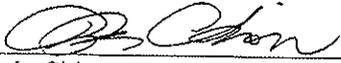
33. If the Board rejects this Agreement or any part of it, then this Agreement is null and void, and not binding on the Charter Operator or the Board.

34. US Mental Math Federation, Incorp understands that it has the legal right to consult with an attorney prior to entering into this Agreement.

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

Norm Butler
President
Arizona State Board for Charter Schools

Date: _____



Rueyin Chiou

Date: 6/26/11

As Charter Representative
and the person authorized to sign on behalf of US Mental Math Federation, Incorp