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BEFORE THE ARIZONA STATE BOARD  
FOR CHARTER SCHOOLS

AUG 08 2011

In the matter of:

**Youngtown Public Charter School**  
(a non-profit corporation)

and

**Youngtown Public Charter School**  
(a charter school)

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

This Agreement is entered into by Youngtown Public Charter 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. Youngtown Public Charter School ("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 Youngtown Public Charter School, ("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 23, 2001 under the Charter Operator name of New Joy Charter School.
4. The charter contract was signed by Jacob L. Duran, as Charter Representative and the 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 kindergarten and grades one through six.
6. 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 June 30, 2011 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 August 26, 2011.

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 2010-2011 school year 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 the 2010-2011 school year 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 Youngtown Public Charter School for the operation of Youngtown Public Charter School.

19. The Charter Contract between the Board and Youngtown Public Charter School for the operation of Youngtown Public Charter School is terminated effective June 30, 2011 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 Youngtown Public Charter School 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. Youngtown Public Charter School 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 9 day of Aug., 2011.

**Youngtown Public Charter School**

By Jacob L. Duran

Jacob L. Duran, as Charter Representative and authorized signer for Youngtown Public Charter School

DATED: This \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**The Arizona State Board for Charter Schools**

By \_\_\_\_\_

Norm Butler, President of the Arizona State Board for Charter Schools