

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

This Consent Agreement for the Voluntary Surrender and Termination of the Charter Contract (“Agreement”) is made by and between BNE Ashur (“Charter Operator”), a nonprofit corporation organized under the laws of the state of Arizona and operating Core Continental, a charter school, and the Arizona State Board for Charter Schools (“Board”) collectively referred to herein as the “Parties.”

JURISDICTION

The Board is charged by Arizona Revised Statutes (“A.R.S.”) §§ 15-182(E)(1) and (2) and 15-183(R) with granting charter status to qualifying applicants for charter schools and exercising general supervision over the charter schools it sponsors. An approved plan to establish a charter school is effective for fifteen years. A.R.S. § 15-183(I). The charter may be amended at the request of the governing body of the charter school and on approval of the Board. A.R.S. § 15-183(G). The Board may revoke a charter of a school it sponsors at any time if the charter school breaches one or more provisions of its charter. A.R.S. § 15-183(I)(3). The charter may be renewed for successive period of twenty years. A.R.S. § 15-183(I)(1).

RECITALS

1. The Charter Operator operates Core Continental (“the School”), a charter school established pursuant to A.R.S. § 15-181 *et seq.*
2. The School operates pursuant to a charter contract (“Charter”) executed on May 27, 2010 between the Charter Operator and the Board.
3. 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 6.

4. Banipal Benjamin is the Charter Representative and person authorized to execute documents on behalf of the Charter Operator.

5. On or about December 4, 2012, the Charter Operator notified the Board that the School was ceasing its operations and provision of instruction to students effective December 7, 2012.

6. The Charter Operator provided a copy of each student's educational record to the student's parent or legal guardian for each student enrolled in the School in the 2012-2013 school year.

7. The Board became the custodian of the School's student records in the condition they were provided by the Charter Operator on December 14, 2012.

AGREEMENT

The Parties agree as follows:

1. The Charter Operator voluntarily tenders and surrenders the Charter to its sponsor, the Board, with the intent to voluntarily terminate its Charter effective December 10, 2012 for the purpose of further performance.

2. The Board accepts the surrender of the Charter for the operation of the School.

3. The Charter between the Charter Operator and the Board for the operation of the School is terminated effective December 10, 2012 for the purpose of further performance.

4. This Agreement is not binding on the Parties until both the Board and the Charter Operator's governing board accept 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 Charter Operator and the Board.

5. 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.

6. The Charter Operator shall submit all requisite student level data for its receipt of state equalization funding for the 2012-2013 school year to the Arizona Department of Education through the Student Accountability Information System (“SAIS”).

7. The Charter Operator is entitled to receive state equalization assistance funds for the days it provided instruction to students during the 2012-2013 school year to which it is entitled under the school funding formula provided in Arizona law, but no more.

8. The Charter Operator shall refund any overpayment of state equalization assistance funds in the amount determined by the Arizona Department of Education (“Department”) in the manner directed by the Department.

9. The Charter Operator is entitled to receive Classroom Site Funds for the 2012-2013 school year to which it is entitled under the provisions of Arizona law, but no more. The Charter Operator shall expend the Classroom Site Funds in a manner consistent with its intent as specified in A.R.S. § 15-977.

10. The Charter Operator shall refund any overpayment of Classroom Site Funds in the amount determined by the Department in the manner directed by the Department.

11. The Charter Operator shall submit any outstanding grant reports and shall refund any outstanding grant monies or allocation of education funds in the amount determined by the Department in the manner directed by the Department.

12. The Charter Operator shall expend the Instructional Improvement Funds for the 2012-2013 school year to which it is entitled under the provisions of Arizona law, but no more. The Charter Operator shall expend the Instructional Improvement Funds in a manner consistent with its intent as specified in A.R.S. § 15-979.

13. Nothing in this Agreement is intended to prevent the Charter Operator from exercising its rights under statutes or regulations to contest amounts determined by the Department to be owed by the Charter Operator.

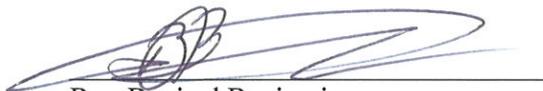
14. The Charter Operator understands that it has the legal right to consult with an attorney prior to entering into this Agreement.

15. The Parties shall be responsible for their own attorneys' fees and costs in this matter.

ARIZONA STATE BOARD FOR CHARTER SCHOOLS

By: Jake Logan
President, Arizona State Board for Charter Schools
Date: _____

BNE ASHUR



By: Banipal Benjamin
Charter Representative, BNE ASHUR
Date: 1/07/2013

COPY mailed this
_____ day of _____, 2013 to:

BNE ASHUR
Attention: Banipal Benjamin, Charter Representative
P.O. Box 84405
Phoenix, AZ, 85071

By 
1/2013

Meeting Minutes

BNE Ashur Corporation meeting;

Conference call meeting; Phone attendance

Meeting date; 01/07/2013

Meeting time; 3:00PM

Agenda; Agreement for the voluntary surrender and termination of the charter contract.

3:00PM Roll call

Banipal Benjamin, Emmanuel Benjamin and Raman Essa in attendance

Banipal Benjamin made the motion to approve the agreement for the voluntary surrender and termination of the charter contract

Raman Essa seconded the motion.

Motion passed by the majority.

3:10PM Banipal Benjamin made a motion to adjourn the meeting

Raman Essa seconded the motion.

Meeting adjourned