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**AGENDA ITEM:** Surrender Agreement – East Valley Educational Services, L.P.

**Issue**

East Valley Educational Services, L.P. (“Charter Holder”) has submitted a Voluntary Surrender and Charter Termination Agreement (“Surrender Agreement”).

**Background**

The Charter Holder operates East Valley Academy serving grades K through 6. On July 15, 2019, the Charter Holder notified the Board of its intent to close its school and surrender its charter at the end of the 2018-2019 school year due to the retirement of the school administrator. The Charter Holder’s fiscal year 2019 average daily membership is 12.713.

No later than August 16, 2019, the Board will become the custodian of the student records.

A copy of the proposed terms of the Surrender Agreement is included in Appendix A.

## Appendix A

## **VOLUNTARY SURRENDER AND CHARTER TERMINATION AGREEMENT**

This Voluntary Surrender and Charter Termination Agreement (“Agreement”) is made by and between East Valley Educational Services, L.P. (“Charter Operator”), a for-profit corporation organized under the laws of the state of Arizona, and the Arizona State Board for Charter Schools (“Board”), collectively referred to herein as the “Parties”.

### **RECITALS**

1. The Charter Operator operates East Valley Academy (“the School”), a charter school established pursuant to A.R.S. § 15-181 *et seq.*
2. The School operates pursuant to a renewal charter contract (“Charter”) executed on August 1, 2013 between the Charter Operator and the Board.
3. Kenneth Ryan is one of the Charter Operator’s partners and is a person authorized to execute documents on behalf of the Charter Operator.
4. On July 15, 2019, the Charter Operator notified the Board of its intent to close its School and surrender its Charter at the end of the 2018-2019 school year due to the retirement of the school administrator.

### **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 11:59 p.m. on June 30, 2019 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 11:59 p.m. on June 30, 2019 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 as of 11:59 p.m. on June 30, 2019 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 Board and the Charter Operator agree that the Board shall become the custodian of the School's student records in a timely manner once this Agreement has been approved as provided above; provided, however, that appropriate arrangements shall be made and the records picked up and taken into the Board's custody no later than August 16, 2019. The Board shall take the School's student records "as is" and shall maintain the records in accordance with the Student Records Retention Schedule provided by the Arizona State Library, Archives and Public Records division of the Arizona Secretary of State's Office.

7. The Charter Operator has submitted all requisite student level data for its receipt of state equalization funding for the 2018-2019 school year to the Arizona Department of Education ("Department") through the Arizona Education Data Standards ("AzEDS") system in the manner directed by the Department.

8. The Charter Operator is permitted to receive state equalization assistance funds for the 2018-2019 school year to which it is entitled under the school funding formula provided in Arizona law, but no more.

9. The Charter Operator shall refund any overpayment of state equalization assistance funds in the amount determined by the Department in the manner directed by the Department.

10. The Charter Operator is permitted to receive Classroom Site Funds for the 2018-2019 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 the intent as specified in A.R.S. § 15-977.

11. 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.

12. 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.

13. The Charter Operator is permitted to receive Instructional Improvement Funds for the 2018-2019 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 the intent as specified in A.R.S. § 15-979.

14. The Charter Operator authorizes the Department to update the School's student level data in the AzEDS system for the purposes of facilitating student enrollment upon closure of the School.

15. 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.

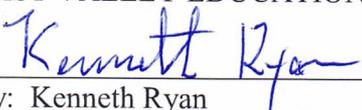
16. The Charter Operator understands that it has the legal right to consult with an attorney prior to entering into this Agreement.

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

ARIZONA STATE BOARD FOR CHARTER SCHOOLS

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By: Kathy Senseman  
President, Arizona State Board for Charter Schools  
Date: \_\_\_\_\_

EAST VALLEY EDUCATIONAL SERVICES, L.P.

  
\_\_\_\_\_  
By: Kenneth Ryan  
Partner, East Valley Educational Services, L.P.  
Date: 05 AUGUST 2019

COPY emailed this  
\_\_\_\_\_ day of \_\_\_\_\_, 2019 to:

Kenneth Ryan  
East Valley Educational Services, L.P.  
[evacschool@cox.net](mailto:evacschool@cox.net)

By \_\_\_\_\_