

**FAXED**  
9-3-2014

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made by and between Vision Charter School, Inc. ("Charter Operator"), a nonprofit 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

- A. The Charter Operator operates Vision Charter School ("the School"), a charter school established pursuant to A.R.S. § 15-181 *et seq.*
- B. The School operates pursuant to a renewal charter contract ("Charter") executed on April 8, 2013 between the Charter Operator and the Board.
- C. Wilma Soroosh is the Charter Representative and person authorized to execute documents on behalf of the Charter Operator.
- D. The Board is an entity of the State Government of Arizona established under Arizona Revised Statutes ("A.R.S.") § 15-182.
- E. The Parties to this Agreement are engaged in an administrative hearing before the Arizona Office of Administrative Hearings identified as case number 19F-RV-002-BCS ("the Administrative Hearing") concerning the Board's determination to revoke the Charter of the Charter Operator.
- F. The Charter Operator has determined that it is in the best interest of the corporation to cease operation of the School upon completion of the 2019-2020 school year as its principals have concluded that they no longer wish to operate the School.
- G. By this Agreement, the Parties agree to settle and resolve the Administrative Hearing pursuant to the terms set forth herein and to file a joint stipulation to dismissal of the Administrative Hearing.

## AGREEMENT

The Parties agree as follows:

1. The Charter Operator shall voluntarily tender and surrender the Charter to its sponsor, the Board, with the intent to voluntarily terminate its Charter effective 11:59 p.m. on June 30, 2020. .
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, 2020.
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 upon its approval and execution by the authorized representatives of the Charter Operator and the Board.
5. If prior to the execution of this Agreement either Party 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, and the Parties agree to proceed with the administrative hearing identified in Paragraph E.
6. No later than June 30, 2020, the Charter Operator shall deliver a complete copy of each student's educational record to the student's parent or legal guardian for each student enrolled in the School in the 2019-2020 school year.
7. The Board and the Charter Operator agree that the Board shall become the custodian of the School's student records by June 30, 2020. Prior to the foregoing date and at the Charter Operator's sole expense, the Charter Operator shall deliver to the Board all of the Charter Operator's student records organized alphabetically in lidded banker boxes with an inventory list of students' names and grade levels and maintained 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.

8. The Charter Operator will continue to submit all requisite student level data for its receipt of state equalization funding for the 2019-2020 school year to the Arizona Department of Education ("Department") through the Arizona Education Data Standards ("AzEDS") system in the manner directed by the Department.
9. The Charter Operator is permitted to receive state equalization assistance funds for the 2019-2020 school year to which it is entitled under the school funding formula provided in Arizona law.
10. The Charter Operator shall refund any overpayment of state equalization assistance funds in the amount determined and documented by the Department in the manner directed by the Department.
11. The Charter Operator is permitted to receive Classroom Site Funds for the 2019-2020 school year to which it is entitled under the provisions of Arizona law. The Charter Operator shall expend the Classroom Site Funds in a manner consistent with the intent as specified in A.R.S. § 15-977.
12. The Charter Operator shall refund any overpayment of Classroom Site Funds in the amount determined and documented by the Department in the manner directed by the Department.
13. 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 and documented by the Department in the manner directed by the Department.
14. The Charter Operator is permitted to receive Instructional Improvement Funds for the 2019-2020 school year to which it is entitled under the provisions of Arizona law. The Charter Operator shall expend the Instructional Improvement Funds in a manner consistent with the intent as specified in A.R.S. § 15-979
15. The Charter Operator's right to any compensation earned on or before June 30, 2020 shall not be affected by the terms of this Agreement.

16. 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.

17. 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.

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

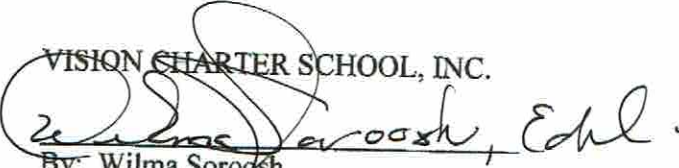
19. The parties may execute this Agreement in two or more counterparts each of which shall be treated as an original of one and the same document.

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

ARIZONA STATE BOARD FOR CHARTER SCHOOLS

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

VISION CHARTER SCHOOL, INC.

  
By: Wilma Sorooosh  
Charter Representative, Vision Charter School, Inc.  
Date: 9-3-2019

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

Vision Charter School, Inc.  
Attention: Wilma Soroosh, Charter Representative  
5901 S. Calle Santa Cruz  
Tucson, AZ 85709

Leonidas G. Condos  
The Condos Law Offices, PLC  
Attorneys at Law  
931 E. Southern Avenue, Suite 211  
Mesa, AZ 85204

By \_\_\_\_\_