
AGENDA ITEM: Surrender Agreement – Imagine Elementary at Tempe, Inc.

Issue

Imagine Elementary at Tempe, Inc. has submitted a Voluntary Surrender and Charter Termination Agreement (“Surrender Agreement”).

Background

Imagine Elementary at Tempe, Inc. operates Imagine Tempe serving grades K through 6. In February 2018, the charter holder notified the Board that the school continued to have low enrollment relative to the school building’s capacity and therefore the charter holder would like to surrender its charter at the end of the 2017-2018 school year. Imagine Elementary at Tempe, Inc.’s fiscal year 2018 average daily membership is 236.132.

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 Imagine Elementary at Tempe, 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

1. The Charter Operator operates Imagine Tempe (“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 June 27, 2006 between the Charter Operator and the Board.
3. Monte Lange and Bradford Uchacz are the Charter Representatives and each are persons authorized to execute documents on behalf of the Charter Operator.
4. In February 2018, the Charter Operator notified the Board that the School continued to have low enrollment and therefore would like to surrender its charter.

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, 2018 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, 2018 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, 2018 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. No later than May 24, 2018, 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 2017-2018 school year.

7. By May 24, 2018, the Charter Operator shall identify and notify the Board of the custodian of all student records of the School. The notification shall include the physical address of the location of the records and the email address and phone number that should be used for requesting student records. All student records shall be 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 submit all requisite student level data for its receipt of state equalization funding for the 2017-2018 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 2017-2018 school year to which it is entitled under the school funding formula provided in Arizona law, but no more.

10. 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.

11. The Charter Operator is permitted to receive Classroom Site Funds for the 2017-2018 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.

12. 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.

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 by the Department in the manner directed by the Department.

14. The Charter Operator is permitted to receive Instructional Improvement Funds for the 2017-2018 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.

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

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

IMAGINE ELEMENTARY AT TEMPE, INC.



By: Bradford Uchacz
Charter Representative, Imagine Elementary at Tempe, Inc.
Date: 3/23/18

COPY mailed this
26 day of March, 2018 to:

Imagine Elementary at Tempe, Inc.
Attention: Bradford Uchacz, Charter Representative
18052 N. Black Canyon Highway
Phoenix, AZ 85053

By: Bradie Ann