

AGENDA ITEM: Surrender Agreement

Esperanza Community Collegial Academy, the charter holder, operates a school with the same name serving grades 9 through 12. On November 24, 2014, the charter representative notified staff that it would be closing the school on December 19, 2014, due to low enrollment.

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

There were approximately 25 student enrolled at the time of the closure. According to information provided by the charter representative, parents and students were notified of the closure and were provided assistance in enrolling in other schools.

Board Options

The Board may adopt the terms of the Surrender Agreement. Staff recommends the following language for consideration: I move that the Board adopt the Consent Agreement for the Voluntary Surrender and Termination of the Charter Contract for Esperanza Community Collegial Academy.

Appendix A

**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 Esperanza Community Collegial Academy (“Charter Operator“), a nonprofit corporation organized under the laws of the state of Arizona and operating Esperanza Community Collegial Academy, a charter school with the same name as the Charter Operator, 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 Esperanza Community Collegial Academy (“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 February 17, 2005, between the Charter Operator and the Board.
3. Sylvia Herrera is the Charter Representative and person authorized to execute

documents on behalf of the Charter Operator.

4. According to the Charter, the officers and directors of the Charter Operator are Benita Sozanski, Guadalupe Parra, Maricela Barrera, and Salvador Reza.

5. According to documents filed by the Charter Operator with the Arizona Corporation Commission, the officers and directors of the Charter Operator are Rebecca Ruiz, Maria Loera, Jose Cortez, Vicky Perez, and Marcel Lopez.

6. 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 nine through twelve.

7. The A-F letter grade designation for the School, as assigned by the Arizona Department of Education (“Department”), was a D in 2013 and a C in 2014.

8. The School’s Academic Performance Overall Rating, as identified in the School’s academic dashboard, for 2013 and 2014 were Falls Far Below the Board’s academic performance standard, resulting in Charter Operator falling far below the Board’s academic expectations .

9. On November 24, 2014, the Charter Operator notified the Board that the School was ceasing its operations and provision of instruction to students effective December 19, 2014 due to low enrollment.

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 January 5, 2015, 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 January 5, 2015, 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 mail 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 2014-2015 school year prior to January 1, 2015.

7. The Charter Operator shall provide the Board the School's student records, organized alphabetically in lidded 15 x 12 x 10" boxes, maintained in accordance with the Arizona State Library and Archives records retention schedule, no later than January 5, 2015.

8. The Charter Operator shall submit all requisite student level data for its receipt of state equalization funding for the 2014-2015 school year to the Department through the Student Accountability Information System ("SAIS"). The withdrawal date for each student enrolled through December 19, 2014, shall be December 19, 2014.

9. The Charter Operator is entitled to receive state equalization assistance funds for the 2014-2015 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 entitled to receive Classroom Site Funds for the 2014-2015 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.

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 shall expend the Instructional Improvement Funds for the 2014-2015 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.

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: Janna Day
President, Arizona State Board for Charter Schools
Date: _____

ESPERANZA COMMUNITY COLLEGIAL ACADEMY



By: Sylvia Herrera

Charter Representative, Esperanza Community Collegial Academy

Date: 12/12/14

COPY mailed this

_____ day of _____, 2015 to:

Esperanza Community Collegial Academy

Attention: Sylvia Herrera, Charter Representative

2507 E. Bell Rd

Phoenix, AZ 85032

By _____



Esperanza Community Collegial Academy
2507 E. Bell Rd.
Phoenix, AZ 85032

REGULAR BOARD MEETING MINUTES

November 29, 2014

Board Members Present:
Salvador Reza
Benita Sozanski
Sylvia Herrera, Ph.D.

Board Members Absent:
Maricela Barrera
Guadalupe Parra

Call to Public:

Meeting called to order at 10:00

Salvador Reza

INFORMATIONAL ITEMS

Director's Update

1. Status of School Transition
2. Closure of School

Corporate Board was not able to recruit enough students for FY 2015 and will not be able to complete the school year. Charter Representative has received information from AZ State Board for Charter Schools on process the school needs to take and paperwork needed.

CONSENT AGENDA

1. Approval to submit Surrender of Agreement to AZ State Board for Charter Schools

Motion by Sozanski, seconded by Reza to approve Surrender Agreement for voluntary closure of Esperanza Community Collegial Academy due to low enrollment. Unanimously Approved.

STUDY/ACTION ITEMS

ADJOURNMENT

Herrera moved to adjourn. Ms. Sozanski seconded. Unanimously approved. Adjourned at 11:00 am

Approved this NOV 29, day of _____, 2014

Esperanza Community Collegial Academy

By Salvador Reza
Salvador Reza, President, Governing Board



Esperanza Community Collegial Academy
2507 E. Bell Rd. Phoenix AZ 85032
602 996-1125

RECEIVED

DEC 22 2014

December 12, 2014

Ms. DeAnna Rowe, Executive Director
Arizona State Board for Charter Schools
PO Box 18328
Phoenix, AZ 85009

Dear Ms. Rowe:

I am sending this letter of notification that Esperanza Community Collegial Academy is submitting a "Surrender and Termination of the Charter Contract" for Esperanza Community Collegial Academy.

Esperanza Community Collegial Academy (ECCA) has proudly served the Palomino community throughout the last 10 years. However, the economic downfall severely hit this neighborhood and dramatically affected the school.

Due to the low enrollment, the ECCA Governing Board and the ECCA Corporation Board has decided to close the school at the end of this year, the last day of school, December 19, 2014.

In order to assure a smooth transition for our students, the administrator has taken the following steps:

1. Notified the students and parents in verbal and written communication of the school closure date of December 19, 2014.
2. Worked with each student to provide an exit plan with options and assistance in enrolling in another school, provided school records and information where to obtain records in the future.

Thank you for your assistance in this matter.

Sincerely

Sylvia Herrera, Ph.D.
Charter Representative