
AGENDA ITEM: Surrender Agreement – Seneca Preparatory Academy Foundation

Issue

Seneca Preparatory Academy Foundation has submitted a Voluntary Surrender and Charter Termination Agreement (“Surrender Agreement”).

Background

Seneca Preparatory Academy Foundation operated Seneca Preparatory Academy serving grades K through 5. On September 19, 2016, Board staff attempted to visit the school and determined that the school was not operating for the 2016-2017 school year. In response to an email sent by Board staff, the charter representative indicated two weeks before the scheduled start of the school year, he notified parents of enrolled students that his health prevented him from opening the school for the 2016-2017 school year.

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

Board Option

The Board may adopt the terms of the Surrender Agreement. Staff recommends the following language for consideration: I move that the Board adopt the Voluntary Surrender and Charter Termination Agreement for Seneca Preparatory Academy Foundation.

Appendix A

VOLUNTARY SURRENDER AND CHARTER TERMINATION AGREEMENT

This Voluntary Surrender and Charter Termination Agreement (“Agreement”) is made by and between Seneca Preparatory Academy Foundation (“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 Seneca Preparatory 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 June 18, 2015 between the Charter Operator and the Board.
3. Jean-Claude Abougou is the Charter Representative and person authorized to execute documents on behalf of the Charter Operator.
4. On September 19, 2016, Board staff attempted to visit the School and determined that the School was not operating for the 2016-2017 school year.
5. On September 19, 2016, Board staff emailed the Charter Representative. The Charter Representative indicated that two weeks before the scheduled start date of the school year he notified parents of enrolled students that his health prevented him from opening the School for the 2016-2017 school year. According to the Charter Representative, complications during surgery prevented him from also notifying the Board.
6. On July 25, 2016, the Charter Operator submitted an estimated student count to the Arizona Department of Education (“Department”); the Charter Operator received a total of \$2,827.25 of state equalization assistance to which the Charter Operator was not entitled since the

Charter Operator did not provide instruction to any students in the 2016-2017 school year.

7. On October 24, 2016, the Department notified the Board that the Charter Operator had repaid the \$2,827.25.

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 October 24, 2016 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 October 24, 2016 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 October 24, 2016 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 has informed the Board that the custodian of all student records will be the Charter Representative. By December 1, 2016, the Charter Representative shall provide the Board with 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.

7. The Charter Operator will submit all requisite student level data for its receipt of state equalization funding for the 2015-2016 school year to the 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 2015-2016 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 2015-2016 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 2015-2016 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. 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.

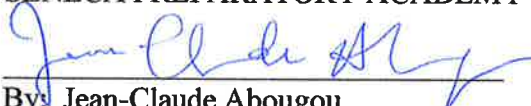
15. The Charter Operator understands that it has the legal right to consult with an attorney prior to entering into this Agreement.

16. 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: _____

SENECA PREPARATORY ACADEMY FOUNDATION



By: Jean-Claude Abougou
Charter Representative, Seneca Preparatory Academy Foundation
Date: 3-10-17

COPY emailed this
_____ day of _____, 20__ to:

Jean-Claude Abougou
Seneca Preparatory Academy Foundation
drjcabougou88@yahoo.com

By _____