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**AGENDA ITEM: Surrender Agreement – Paragon Preparatory Academy, Inc.**

**Issue**

Paragon Preparatory Academy, Inc. (previously known as Tucson Collegiate Prep, Inc.) has submitted a Voluntary Surrender and Charter Termination Agreement (“Surrender Agreement”).

**Background**

Paragon Preparatory Academy, Inc. operated Paragon Preparatory Academy serving grades 6 through 8. On January 10, 2018, the charter notified the Board that it had closed its school at winter break due to not being able to keep quality teachers in place and decreasing student enrollment. The charter informed parents and students of the closure prior to the start of winter break and provided assistance to appropriately transfer the students to another school. Paragon Preparatory Academy, Inc.’s fiscal year 2018 average daily membership was 29.279.

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 Paragon Preparatory Academy, Inc., previously known as Tucson Collegiate Prep, 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 Paragon 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 December 19, 2012 between the Charter Operator and the Board.
3. Stephen Campbell is the Charter Representative and person authorized to execute documents on behalf of the Charter Operator.
4. On January 10, 2018, the Charter Operator notified the Board that the Charter Operator had closed the School at Winter Break due to not being able to keep quality teachers in place and decreasing student enrollment. The Charter Operator informed parents and students of the closure prior to the start of Winter Break and provided assistance to appropriately transfer the students to another school.
5. For the 2017-2018 school year, the Arizona Department of Education (“Department”) determined that the Charter Operator provided 68 days of instruction. The Department also determined that the Charter Operator had not been overpaid state equalization assistance for the 2017-2018 school year.

## 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 December 21, 2017 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 December 21, 2017 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 December 21, 2017 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. By April 20, 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.
7. The Charter Operator has submitted all requisite student level data for its receipt of

state equalization funding for the 2017-2018 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 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.

9. 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.

10. 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.

11. 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.

12. 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.

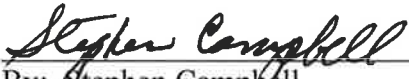
13. The Charter Operator understands that it has the legal right to consult with an attorney prior to entering into this Agreement.

14. 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: \_\_\_\_\_

PARAGON PREPARATORY ACADEMY, INC.

  
\_\_\_\_\_  
By: Stephen Campbell  
Charter Representative, Paragon Preparatory Academy, Inc.  
Date: 8/3/2018

COPY mailed this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018 to:

Stephen Campbell  
Paragon Preparatory Academy, Inc.  
[tucsoncollegiateprep@gmail.com](mailto:tucsoncollegiateprep@gmail.com)

By \_\_\_\_\_