
AGENDA ITEM: Surrender Agreement – Global Renaissance Academy of Distinguished Education

Issue

Global Renaissance Academy of Distinguished Education has submitted a Voluntary Surrender and Charter Termination Agreement (“Surrender Agreement”).

Background

Global Renaissance Academy of Distinguished Education (“Charter Operator”) operated Grand Canyon College Preparatory Charter School serving grades 6 through 12. In November 2016, the charter representative notified the Board of the Charter Operator’s intent to surrender the charter and close the school mid-year due to declining enrollment. The school’s last day of instruction was December 16, 2016.

According to information provided by the charter representative, parents and students have been notified of the closure and were provided assistance in enrolling in other schools. The Charter Operator has delivered the school’s student educational records to the Board’s offices.

The Charter Operator’s failure to submit its fiscal year 2016 audit reporting package to the Board has been identified in the Surrender Agreement.

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 Global Renaissance Academy of Distinguished Education.

Appendix A

VOLUNTARY SURRENDER AND CHARTER TERMINATION AGREEMENT

This Voluntary Surrender and Charter Termination Agreement (“Agreement”) is made by and between Global Renaissance Academy of Distinguished Education (“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 Grand Canyon College Preparatory Charter School (“the School”), a charter school established pursuant to A.R.S. § 15-181 *et seq.*
2. The School operates pursuant to a renewal charter contract (“Charter”) executed on February 8, 2012 between the Charter Operator and the Board.
3. David Gordon is the Charter Representative and person authorized to execute documents on behalf of the Charter Operator.
4. In November 2016, the Charter Operator notified the Board of its intent to surrender the Charter and close the School mid-year due to declining enrollment.
5. For the 2016-2017 school year, the Arizona Department of Education (“Department”) determined that the Charter Operator provided 88 days of instruction. The Charter Operator’s CHAR64-1 “Equalization Assistance Payment Schedule Detail FY 2016-2017” report indicates the Charter Operator has not been overpaid.
6. On November 21, 2016, the Board found the Charter Operator in noncompliance with state law and its Charter for the Charter Operator’s failure to submit its fiscal year 2016 audit reporting package to the Board as required by A.R.S. §§ 15-183(E)(6) and 15-914 by the November

15, 2016 deadline. To date, the Charter Operator has failed to submit its fiscal year 2016 audit reporting package.

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 January 4, 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 January 4, 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 January 4, 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. No later than January 3, 2017, 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 2016-2017 school year.

7. The Board and the Charter Operator agree that the Board shall become the custodian of the School's student records. No later than January 4, 2017, the Charter Operator shall deliver to the Board the School's student records organized either alphabetically or by school year in lidded boxes and maintained in accordance with the Student Records Retention Schedule provided by the

Arizona State Library and Archives division of the Arizona Secretary of State's Office and shall also provide a complete list of the students whose records have been delivered to the Board.

8. The Charter Operator has submitted all requisite student level data for its receipt of state equalization funding for the 2016-2017 school year to the Department through the Arizona Education Data Standards ("AzEDS") system in the manner directed by the Department.

9. The Charter Operator is permitted to receive Classroom Site Funds for the 2016-2017 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.

10. 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.

11. 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.

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

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

GLOBAL RENAISSANCE ACADEMY OF DISTINGUISHED EDUCATION



By: David Gordon
Charter Representative, Global Renaissance Academy of Distinguished Education
Date: 1/2/17

COPY emailed this
3 day of Jan, 2017 to:

David Gordon
Global Renaissance Academy of Distinguished Education
grandcanyonprep@aol.com

By _____