
AGENDA ITEM: Surrender Agreement – Academy of Excellence, Inc.

Issue

Academy of Excellence, Inc. (“Charter Holder”) has submitted a Voluntary Surrender and Charter Termination Agreement (“Surrender Agreement”).

Background

The Charter Holder operates Academy of Excellence serving grades K through 8. In January 2018, the Charter Holder notified the Board that the charter representative is retiring at the end of the 2017-2018 school year and that the Charter Holder will be closing the school at the end of the school year. The Charter Holder’s fiscal year 2018 average daily membership as of February 7, 2018 is 81.756.

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 Academy of Excellence, 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 Academy of Excellence (“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 May 30, 2012 between the Charter Operator and the Board. In prior years, the Charter Operator also operated Academy of Excellence – Central Arizona, which closed effective May 27, 2015, and Fay Landrum Academy, which closed effective December 20, 2011.
3. Brenda Nelson is the Charter Representative and person authorized to execute documents on behalf of the Charter Operator.
4. In January 2018, the Charter Operator notified the Board that the charter representative is retiring at the end of 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 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 25, 2018, the Charter Operator shall deliver a complete copy of students' educational record to the students' parent or legal guardian for each student enrolled in the School in the 2017-2018 school year.

7. The Board and the Charter Operator agree that the Board shall become the custodian of the student records for the School, Academy of Excellence – Central Arizona, and Fay Landrum Academy. No later than June 30, 2018, the Charter Operator shall deliver to the Board the student records for the three schools organized either alphabetically or by school year in lidded boxes and maintained in accordance with the Student Records Retention Schedules 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 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: _____

ACADEMY OF EXCELLENCE, INC.



By: Brenda Nelson
Charter Representative, Academy of Excellence, Inc.
Date: 2/15/2018

COPY emailed this
_____ day of _____, 2018 to:

Brenda Nelson
Academy of Excellence, Inc.
dindi@cox.net

By _____