
AGENDA ITEM: Surrender Agreement – Camino Montessori

Issue

Camino Montessori has submitted a Voluntary Surrender and Charter Termination Agreement (“Surrender Agreement”).

Background

Camino Montessori operates a school with the same name serving grades K through 6. On September 27, 2018, the charter representative notified the Board that at its October 2, 2018 meeting Camino Montessori’s governing board would consider closure of the school on October 5, 2018. On October 2, 2018, the governing board passed a motion to voluntarily surrender the charter. For fiscal year 2019, Camino Montessori reported an estimated count of 66 students.

The Arizona Department of Education (“Department”) determined Camino Montessori had been overpaid \$5,279.48. Camino Montessori repaid the Department on November 19, 2018.

On October 12, 2018, the Board became the custodian of Camino Montessori’s student records.

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 Camino Montessori (“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 Camino Montessori (“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 January 11, 2013 between the Charter Operator and the Board.
3. Judith Webster is the Charter Representative and person authorized to execute documents on behalf of the Charter Operator.
4. On September 27, 2018, the Charter Representative notified the Board that at its October 2, 2018 meeting, the Charter Operator’s governing board would consider closure of the School on October 5, 2018.
5. As of October 1, 2018, the Charter Operator had received state equalization payments totaling \$126,633.26.
6. For the 2018-2019 school year, the Charter Operator provided 42 days of instruction.
7. On October 2, 2018, the Charter Operator’s Board of Directors passed a motion at a public meeting to voluntarily surrender the Charter.
8. On October 3, 2018, on behalf of the Charter Operator, Judith Webster signed a Voluntary Surrender and Charter Termination Agreement in which she agreed that if the Arizona

Department of Education (“Department”) determined that the Charter Operator had been overpaid, the Charter Operator would repay the amount owed to the Department; the Charter Operator agreed that its failure to repay the full amount identified by the Department within three days of receipt of notice from the Department or to fully resolve the overpayment by October 24, 2018, whichever date occurred later, would result in the Charter Operator being placed on a subsequent Board agenda for consideration of a notice of intent to revoke the Charter Operator’s Charter.

9. The Board’s acceptance of the Voluntary Surrender and Charter Termination Agreement was conditioned upon the Charter Operator having fully satisfied the terms stated in paragraph 8 of this Agreement.

10. On November 6, 2018, the Department notified the Charter Operator of its determination that the Charter Operator had been overpaid state equalization assistance for the 2018-2019 school year in the amount of \$5,279.48.

11. The Charter Operator failed to meet the terms stated in paragraph 8 of this Agreement; the Department advised the Board that it received the Charter Operator’s repayment in the amount of \$5,279.48 on November 19, 2018.

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 November 19, 2018.

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 November 19, 2018.

4. 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.

5. The Charter Operator delivered 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 2018-2019 school year.

6. The Charter Operator delivered the School's student records and a list of the records to the Board. 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 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.

8. The Charter Operator authorizes the Department to update the School's student level data in the Arizona Education Data Standards ("AzEDS") system for the purposes of facilitating student enrollment upon closure of the School.

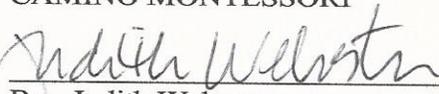
9. The Charter Operator understands that it has the legal right to consult with an attorney prior to entering into this Agreement.

10. 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: _____

CAMINO MONTESSORI



By: Judith Webster
Charter Representative, Camino Montessori
Date: 11/29/18

COPY mailed this
_____ day of _____, 2018 to:

Camino Montessori
Attention: Judith Webster, Charter Representative
2118 East La Donna Drive
Tempe, AZ 85283

By _____