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**AGENDA ITEM:** Surrender Agreements – A Child's View School, Inc., BASIS Schools, Inc. for the operation of BASIS Scottsdale Primary, Greenhouse Montessori School, Inc.

**A Child's View School, Inc.**

After multiple discussions with the charter representative, On June 16, 2014, the Charter Operator notified the Board that the school was ceasing its operations and provision of instruction to students effective June 30, 2014.

**BASIS Schools, Inc. for the operation of BASIS Scottsdale Primary**

The Board approved a replication application for BASIS Schools, Inc. in January 2013 for the operation of BASIS Scottsdale East. The contract was executed in December 2013 and the name was subsequently changed to BASIS Scottsdale Primary. On February 11, 2014, a charter representative notified staff that, due to property acquisition challenges, the school will not be operational for the 2014-2015 school year. Because the school will not be able to open within the approved timelines, the charter is being surrendered.

**Greenhouse Montessori School, Inc.**

On April 7, 2014, the Charter Operator notified the Board that the school was ceasing its operations and provision of instruction to students effective May 23, 2014 due to low enrollment.

A copy of the signed Surrender Agreement and documentation of the approval of the terms of the agreement for each charter have been provided.

**Board Options**

The Board may adopt the terms of the Surrender Agreement. Staff recommends the following language for consideration: I move that the Board adopt the Consent Agreement for the Voluntary Surrender and Termination of the Charter Contract for A Child's View School, Inc., BASIS Schools, Inc. for the operation of BASIS Scottsdale Primary, Greenhouse Montessori School, Inc. as presented.

**CONSENT AGREEMENT FOR THE VOLUNTARY SURRENDER AND  
TERMINATION OF THE CHARTER CONTRACT**

This Consent Agreement for the Voluntary Surrender and Termination of the Charter Contract ("Agreement") is made by and between A Child's View School, Inc. ("Charter Operator"), a for profit corporation organized under the laws of the state of Arizona and operating A Child's View School, a charter school, and the Arizona State Board for Charter Schools ("Board") collectively referred to herein as the "Parties."

**JURISDICTION**

The Board is charged by Arizona Revised Statutes ("A.R.S.") §§ 15-182(E)(1) and (2) and 15-183(R) with granting charter status to qualifying applicants for charter schools and exercising general supervision over the charter schools it sponsors. An approved plan to establish a charter school is effective for fifteen years. A.R.S. § 15-183(I). The charter may be amended at the request of the governing body of the charter school and on approval of the Board. A.R.S. § 15-183(G). The Board may revoke a charter of a school it sponsors at any time if the charter school breaches one or more provisions of its charter. A.R.S. § 15-183(I)(3). The charter may be renewed for successive period of twenty years. A.R.S. § 15-183(I)(1).

**RECITALS**

1. The Charter Operator operates A Child's View School ("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 February 18, 2005 between the Charter Operator and the Board.
3. Pursuant to A.R.S. § 15-183 and the Charter, the Board sponsors the Charter Operator to operate one school site to serve students in grades kindergarten through ~~first~~ <sup>FIFTH</sup> grade.



4. Morris Shaw and Teresa Shaw are the Charter Representatives and persons authorized to execute documents on behalf of the Charter Operator.

5. On June 16, 2014, the Charter Operator notified the Board that the School was ceasing its operations and provision of instruction to students effective June 30, 2014.

### **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 June 30, 2014 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 June 30, 2014 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 immediately 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 shall mail 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 2013-2014 school year.

7. By July 31, 2014, the Charter Operator shall deliver the School's student records to the Board. The records shall be provided to the Board in a manner consistent with the Arizona

Library and Archives Records Retention Schedule.

8. The Charter Operator has submitted all requisite student level data for its receipt of state equalization funding for the 2013-2014 school year to the Arizona Department of Education through the Student Accountability Information System (“SAIS”).

9. The Charter Operator is entitled to receive state equalization assistance funds for the 2013-2014 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 Arizona Department of Education (“Department”) in the manner directed by the Department.

11. The Charter Operator is entitled to receive Classroom Site Funds for the 2013-2014 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 its 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 shall expend the Instructional Improvement Funds for the 2013-2014 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 its 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: Janna Day  
President, Arizona State Board for Charter Schools  
Date: \_\_\_\_\_

A CHILD'S VIEW SCHOOL, INC.

  
\_\_\_\_\_  
By: Morris Shaw or Teresa Shaw  
Charter Representatives, A Child's View School, Inc.  
Date: 7/4/2014

COPY emailed this  
\_\_\_\_\_ day of \_\_\_\_\_, 2014 to:

A Child's View School, Inc.  
Attention: Morris Shaw or Teresa Shaw, Charter Representatives  
[mtshaw81@aol.com](mailto:mtshaw81@aol.com)  
[tkshaw81@gmail.com](mailto:tkshaw81@gmail.com)

By \_\_\_\_\_  
7/2014



**A CHILD'S VIEW SCHOOL**

2854 W. Drexel Rd.  
Tucson, Arizona  
578-1356

July 7, 2014

Reference: Declaration of Intent to Surrender Our Charter

Dear Ms. Rowe and ASBCS Board Members:

Our school ceased to operate on May 23, 2014. We have closed and vacated our facility. The shareholders of A Child's View School, Inc. wish to surrender the charter held by the corporation. Teresa K Shaw and Morris H Shaw Jr own 100% of the corporate stock.

Morris H. Shaw Jr., treasurer



**CONSENT AGREEMENT FOR THE VOLUNTARY SURRENDER AND  
TERMINATION OF THE CHARTER CONTRACT**

This Consent Agreement for the Voluntary Surrender and Termination of the Charter Contract (“Agreement”) is made by and between BASIS Schools, Inc. (“Charter Operator”), a nonprofit corporation organized under the laws of the state of Arizona for the purpose of operating BASIS Scottsdale Primary, a proposed charter school, and the Arizona State Board for Charter Schools (“Board”) collectively referred to herein as the “Parties.”

**JURISDICTION**

The Board is charged by Arizona Revised Statutes (“A.R.S.”) §§ 15-182(E)(1) and (2) and 15-183(R) with granting charter status to qualifying applicants for charter schools and exercising general supervision over the charter schools it sponsors. An approved plan to establish a charter school is effective for fifteen years. A.R.S. § 15-183(I). The charter may be amended at the request of the governing body of the charter school and on approval of the Board. A.R.S. § 15-183(G). The Board may revoke a charter of a school it sponsors at any time if the charter school breaches one or more provisions of its charter. A.R.S. § 15-183(I)(3). The charter may be renewed for successive period of twenty years. A.R.S. § 15-183(I)(1).

**RECITALS**

1. A charter contract (“Charter”) was executed on December 2, 2013 between the Charter Operator and the Board for the purpose of operating a charter school.
2. Pursuant to A.R.S. § 15-183 and the Charter, the Board sponsors the Charter Operator to operate one school site to serve students in grades Kindergarten through Twelve.
3. Kristen Jordison, Carolyn McGarvey and Craig Barrett are the Charter Representatives and persons authorized to execute documents on behalf of the Charter Operator.
4. On February 11 2014, the Charter Operator notified the Board that, due to property acquisition challenges, the School will not be operational for the 2014-2015 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 February 28, 2014 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 February 28, 2014 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 immediately 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 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.
7. The Charter Operator understands that it has the legal right to consult with an attorney prior to entering into this Agreement.
8. The Parties shall be responsible for their own attorneys' fees and costs in this matter.

ARIZONA STATE BOARD FOR CHARTER SCHOOLS

\_\_\_\_\_  
By: Janna Day  
President, Arizona State Board for Charter Schools

Date: \_\_\_\_\_

BASIS Schools, Inc.

\_\_\_\_\_  


By: Kristen Jordison, Carolyn McGarvey or Craig Barrett  
Charter Representatives, BASIS Schools, Inc.

Date: June 4, 2014



COPY mailed this

\_\_\_\_\_ day of \_\_\_\_\_, 2014 to:

BASIS Schools, Inc.  
Attention: BASIS Schools, Inc., Charter Representatives  
7975 North Hayden Road, Suite B100  
Scottsdale, AZ 85258

By \_\_\_\_\_

## **CONSENT AGREEMENT FOR THE VOLUNTARY SURRENDER AND TERMINATION OF THE CHARTER CONTRACT**

This Consent Agreement for the Voluntary Surrender and Termination of the Charter Contract (“Agreement”) is made by and between Greenhouse Montessori School, Inc. (“Charter Operator”), a nonprofit corporation organized under the laws of the state of Arizona and operating Greenhouse Montessori School, a charter school, and the Arizona State Board for Charter Schools (“Board”) collectively referred to herein as the “Parties.”

### **JURISDICTION**

The Board is charged by Arizona Revised Statutes (“A.R.S.”) §§ 15-182(E)(1) and (2) and 15-183(R) with granting charter status to qualifying applicants for charter schools and exercising general supervision over the charter schools it sponsors. An approved plan to establish a charter school is effective for fifteen years. A.R.S. § 15-183(I). The charter may be amended at the request of the governing body of the charter school and on approval of the Board. A.R.S. § 15-183(G). The Board may revoke a charter of a school it sponsors at any time if the charter school breaches one or more provisions of its charter. A.R.S. § 15-183(I)(3). The charter may be renewed for successive period of twenty years. A.R.S. § 15-183(I)(1).

### **RECITALS**

1. The Charter Operator operates Greenhouse Montessori School (“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 18, 2012 between the Charter Operator and the Board.
3. Pursuant to A.R.S. § 15-183 and the Charter, the Board sponsors the Charter Operator to operate one school site to serve students in grades kindergarten through two.

4. Jennifer Papp is the Charter Representative and person authorized to execute documents on behalf of the Charter Operator.

5. On April 7, 2014 the Charter Operator notified the Board that the School is ceasing its operations and provision of instruction to students effective May 23, 2014 due to low enrollment.

### **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 June 30, 2014.

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 June 30, 2014.

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 immediately 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 shall mail 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 2013-2014 school year.

7. The Charter Operator shall notify the Board of the location of the School's student records no later than May 30, 2014.

8. The Charter Operator will submit all requisite student level data for its receipt of state

equalization funding for the 2013-2014 school year to the Arizona Department of Education through the Student Accountability Information System (“SAIS”) by May 30, 2014.

9. The Charter Operator will receive state equalization assistance funds for the 2013-2014 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 Arizona Department of Education (“Department”) in the manner directed by the Department.

11. The Charter Operator will receive Classroom Site Funds for the 2013-2014 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 its 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 will receive the Instructional Improvement Funds for the 2013-2014 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 its 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: Janna Day  
President, Arizona State Board for Charter Schools  
Date: \_\_\_\_\_

GREENHOUSE MONTESSORI SCHOOL, INC.

  
\_\_\_\_\_  
By: Jennifer Papp  
Charter Representative, Greenhouse Montessori School, Inc.  
Date: 5-28-14

COPY mailed this  
28 day of May, 2014 to:

GREENHOUSE MONTESSORI SCHOOL, INC.  
Attention: Jennifer Papp, Charter Representative  
505 South Gilbert  
Gilbert, AZ 85296

By   
5/2014