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**AGENDA ITEM:** Consent Agreement for the Voluntary Surrender and Termination of the Charter Contract for Sunnyside Charter and Montessori School

**Issue**

Sunnyside Charter and Montessori School has requested the voluntary surrender and termination of its charter effective June 30, 2013.

**Background:**

The charter became effective on May 21, 2002.

On July 23, 2013, the Charter Operator notified the Board that the school will be ceasing its operations and provision of instruction to students effective June 30, 2013 because of low enrollment and low performance.

The charter displaced eleven students upon closure, a letter was sent to every enrolled student and all parents were invited to contact the school office for assistance in selecting another school.

The Charter Operator's governing board accepted the terms of the agreement at a public meeting and an agreement signed by the charter representative was provided. (See Attachment A)

**Board Options**

Option 1: The Board may vote to approve the surrender agreement as presented. Staff recommends the following language: I move to approve the Voluntary Surrender and Termination of the Charter Contract for Sunnyside Charter and Montessori School as presented.

Option 2: The Board may choose not to approve the Voluntary Surrender and Termination of the Charter Contract for Wildcat Secondary School and include direction as to how it would like staff to proceed.

# Attachment A

**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 SUNNYSIDE CHARTER AND MONTESSORI SCHOOL (“Charter Operator“), a nonprofit corporation organized under the laws of the state of Arizona and operating SUNNYSIDE CHARTER AND 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 SUNNYSIDE CHARTER AND 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 May 21, 2002 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 6-8.

4. Dr. Betty Chester and Mr. Keven Chester are the Charter Representatives and persons authorized to execute documents on behalf of the Charter Operator.

5. On July 23, 2013, the Charter Operator notified the Board that the School was ceasing its operations and provision of instruction to students effective June 30, 2013, because of low enrollment and low academic performance.

### **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, 2013 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, 2013 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 2012-2013 school year.

7. The Charter Operator shall notify the Board of the location of the School's student records no later than August 7, 2013.

8. The Charter Operator shall submit all requisite student level data for its receipt of state equalization funding for the 2012-2013 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 2012-2013 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 2012-2013 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 2012-2013 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. The Charter Operator is waived from submitting the Annual Financial Audit and Legal Compliance Questionnaire for fiscal year ending June 30, 2013.

16. 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.

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

18. The Parties shall be responsible for their own attorneys' fees and costs in this matter.

#### ARIZONA STATE BOARD FOR CHARTER SCHOOLS

\_\_\_\_\_  
By: Jake Logan  
President, Arizona State Board for Charter Schools  
Date: \_\_\_\_\_

SUNNYSIDE CHARTER AND MONTESSORI SCHOOL, a nonprofit corporation AND  
SUNNYSIDE CHARTER AND MONTESSORI SCHOOL, a charter school

*Betty J. Chester, Ed. D.*  
By: Dr. Betty Chester or Keven Chester  
Charter Representative, Sunnyside Charter and Montessori School  
Date: 7-31-13

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COPY mailed this  
\_\_\_\_\_ day of \_\_\_\_\_, 2013 to:

SUNNYSIDE CHARTER AND MONTESSORI SCHOOL  
Attention: DR. BETTY CHESTER OR KEVEN CHESTER, Charter Representative  
P.O. BOX 2166  
CAMP VERDE, AZ 86322

By \_\_\_\_\_  
6/2013

# SUNNYSIDE CHARTER MIDDLE SCHOOL

30 HWY 260 East. CAMP VERDE, AZ. 86322

928-567-2363 FX 928-567-5374

[keven.chester@cnsmontessori.org](mailto:keven.chester@cnsmontessori.org)

BOARD OF TRUSTEES

SPECIAL MEETING

DATE: July 31, 2013

TIME: 12:00 PM

PLACE: Sunnyside Office

BOARD MEMBERS PRESENT: Dr. Betty Chester, Marilyn Poeppel, Elena Espinosa, Dr. D.G. Campbell. ABSENT: Keven Chester

OTHERS: Amy Garner

## 1. General Functions

1. Meeting called to order at 12:06 p.m.
2. Pledge of Allegiance led by Dr D.G. Campbell.
3. Approval of minutes for July 11, 2013 and July 22, 2013

## 2. Special Items

### 1. Sunnyside Charter Surrender Agreement

Dr. Betty Chester opened the presentation on the Sunnyside Charter and Montessori School with the Charter Surrender Agreement. Betty Chester stated that this was a standard surrender agreement required by the Arizona State Board for Charter Schools. Our attorneys, Magnum, Wall, Stoops & Warden P.L.L.C., did review the agreement. Betty Chester states that we are in compliance with the terms of the agreement.

Motion made by Elena Espinosa to accept the Sunnyside Charter & Montessori School Charter Surrender Agreement. Motion seconded by Dr. DG Campbell. Keven Chester was contacted via phone call. Motion was carried unanimously. DG Campbell motioned to open to discussion. No discussion was made.

Marilyn Poeppel moved to adjourn meeting. DG Campbell seconded the motion and was carried unanimously.

The Meeting was adjourned at 12:14 p.m.

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