

# CHARTER CONTRACT 101

THE PARTS, THE PIECES AND WHY IT MATTERS | NOVEMBER 3, 2016

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## Objectives of this session:

No. 1: Use the Center's website as a resource tool.

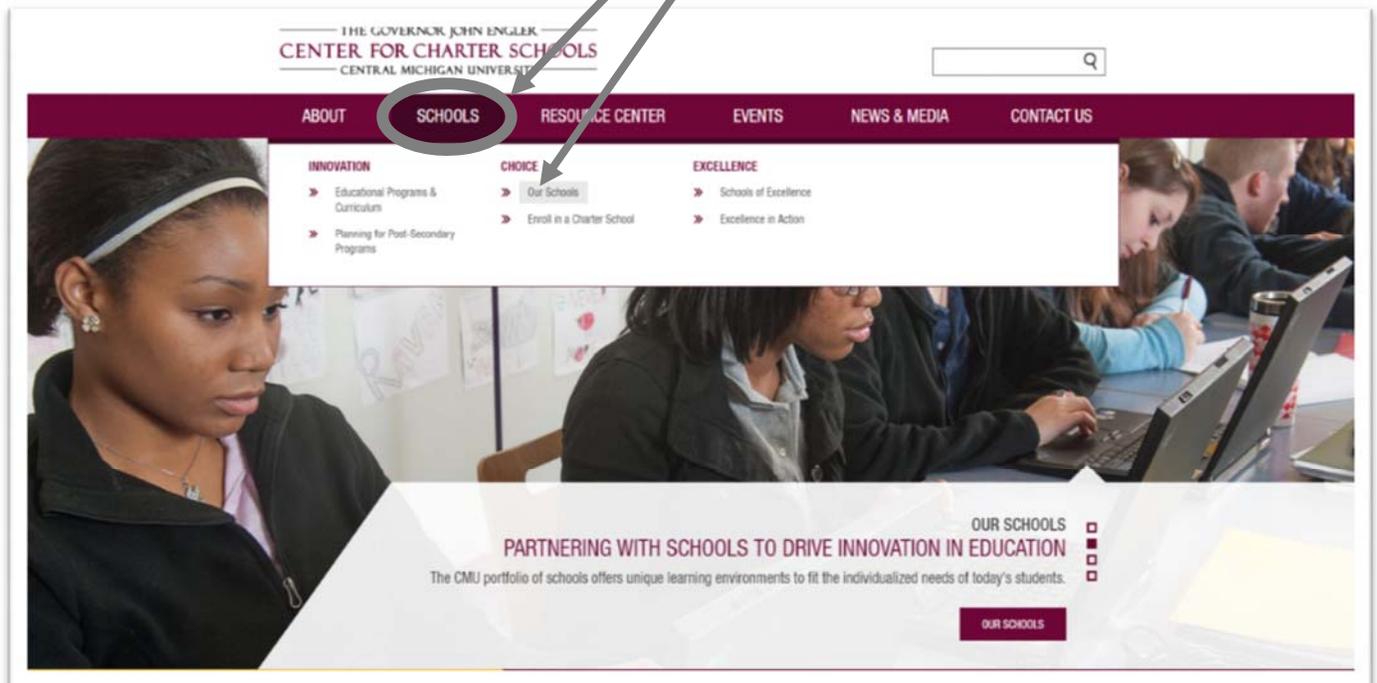
No. 2: Highlight the basics of the Charter Contract.

No. 3: Discuss how to leverage the Charter Contract and use it to drive school performance.

## The Center's Website: [www.TheCenterForCharters.org](http://www.TheCenterForCharters.org)



- Click on **SCHOOLS**
- Under **CHOICE**, Click on **OUR SCHOOLS**



**School Listing**

<p><b>A.G.B.U. Alex and Marie Manooogan School</b></p> <p>Academy of International Studies ACE Academy Carlton Charter Academy Central Academy Charyl Stockwell Academy Cole Academy Countryside Academy Cross Creek Charter Academy Detroit Innovation Academy Detroit Leadership Academy Eagle Crest Charter Academy Eaton Academy El-Hajj Malik El-Shabazz Academy Flagship Charter Academy FlexTech High School Global Preparatory Academy Great Lakes Cyber Academy Greater Heights Academy Holly Academy Inkster Preparatory Academy</p>	<p>Insight School of Michigan International Academy of Flint Island City Academy Jalen Rose Leadership Academy Jefferson International Academy Kensington Woods Schools Linden Charter Academy Macomb Academy Michigan Technical Academy Mid Michigan Leadership Academy Morey Montessori Public School Academy New Beginnings Academy New Branches Charter Academy New School High Nexus Academy of Grand Rapids Nexus Academy of Lansing Nexus Academy of Royal Oak Noor International Academy North Saginaw Charter Academy Oakland FlexTech Academy Old Redford Academy</p>	<p>Pansophia Academy Plymouth Educational Center Charter School Quest Charter Academy Renaissance Public School Academy Riverside Academy South Arbor Charter Academy Star Detroit Academy Summit Academy Summit Academy North Taylor International Academy The da Vinci Institute The Dearborn Academy The Midland Academy of Advanced and Creative Studies Trillium Academy Walden Green Montessori WAY Michigan West Michigan Academy of Environmental Science West Village Academy Woodland Park Academy Woodward Academy</p>
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- Select your school from the listing
- Scroll down the page to the Performance Suite and Charter Contract documents

Performance Suite

Click the document to view and download

 <p><b>Academic Performance Report</b></p>	 <p><b>Operational Performance Report</b></p>	 <p><b>Fiscal Performance Report</b></p>	 <p><b>Scorecard</b></p>	 <p><b>MSTEP/MME Booklet</b></p>	 <p><b>Charter Contract</b></p>
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Bookmarks

- Cover Page
- Table of Contents
- A - Method of Selection Resolution
- B - Terms and Conditions
- C - Contract Schedules
  - 1 - Restated Articles of Incorporation
  - 2 - Amended Bylaws
  - 3 - Fiscal Agent Agreement
  - 4 - Oversight Compliance and Reporting Agreement
  - 5 - Description of Staff Responsibilities
  - 6 - Physical Plant Description
  - 7 - Required Information for Public School Academy
    - 7a - Governance Structure
    - 7b - Educational Goal and Related Measures
    - 7c -

**CMU**  
CENTRAL MICHIGAN UNIVERSITY

A  
CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY  
AND RELATED DOCUMENTS

ISSUED TO

**A.G.B.U. ALEX AND MARIE MANOOGLAN SCHOOL**  
(A PUBLIC SCHOOL ACADEMY)

By THE

**CENTRAL MICHIGAN UNIVERSITY  
BOARD OF TRUSTEES**  
(AUTHORIZING BODY)

JULY 1, 2010

## (Restated) Article of Incorporations

### Tab C, Schedule 1 of the Charter Contract.

1. A *corporation* is an association of persons, created by law and existing as an entity with *powers* and *liabilities* independent of those of its members.
  2. As explained in **Article II, Part 1**, the corporation is organized for the purpose of operating as a *PSA/SDA/SDE* in the state of Michigan.
  3. Under **Article III**, the corporation is to be financed under the following general plan:
    - a. *state school aid payments*
    - b. *federal funds*
    - c. *donations*
    - d. *fees and charges permitted to be charged*
    - e. *other funds lawfully received*
  4. The Annual Report is due to *DLARA* on/before *October 1* of each year beginning the year after incorporation.
    - January 1<sup>st</sup>
    - July 1<sup>st</sup>
    - September 1<sup>st</sup>
    - October 1<sup>st</sup>*
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## (Amended) Bylaws

### Tab C, Schedule 2 of the Charter Contract. The Annual Report

1. **Article VIII.** According to the Bylaws, “the following shall be deemed prohibited conflicts of interest.”
  - (a) *An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or consultant of an educational service provider or an employee leasing company that has an agreement with the Academy;*
  - (b) *An individual simultaneously serving as an Academy Board member and an Academy employee;*
  - (c) *An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;*
  - (d) *An individual simultaneously serving as an Academy Board member and a member of the governing board of another public school; and*
  - (e) *An individual simultaneously serving as an Academy Board member and a University official, employee, or paid consultant, as a representative of the University.*
2. **Article V.** When scheduling board meetings, the academy board shall reflect up the bylaws which state the “academy board must provide, by resolution, the time and place within the State of Michigan, for the holding of *regular monthly* meetings.”
3. How many members can a board have? *5-9*
4. How many board members need to be present to make a quorum:
  - 5-member board: *3*
  - 7-member board: *4*
  - 9-member board: *5*

5. **Article VII.** Identify the required officers of the board and the associated responsibilities:

1. Position: *President*

Responsibilities: *The President of the Academy shall be a member of the Academy Board. The President of the corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Academy Board from time to time.*

2. Position: *Vice-President*

Responsibilities: *The Vice-President of the Academy shall be a member of the Academy Board. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or by the Academy Board.*

3. Position: *Secretary*

Responsibilities: *The Secretary of the Academy shall be a member of the Academy Board. The Secretary shall: (a) keep the minutes of the Academy Board meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or the Academy Board.*

4. Position: *Treasurer*

Responsibilities: *The Treasurer of the Academy shall be a member of the Academy Board. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the corporation in such banks, trust companies or other depositories as shall be selected by the Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent to the corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.*

6. **Article VI.** Each committee shall consist of **1** or more directors selected by the academy board.

7. **Article VIII, Section 6** requires that the academy board prohibit any individual from being employed in more than one full-time position and simultaneously being compensated at a full-time rate for each of these positions.

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## Terms and Conditions

### Tab B

1. **Article III, Section 3.2.** The University Board is the *fiscal* agent for the Academy. In this role, the University Board assumes no responsibility for the financial condition of the Academy; the University Board is not liable for any debt or liability incurred by or on behalf of the Academy Board...

2. **Article III, Section 3.3.** The University Board has the responsibility to oversee the Academy's compliance with the *contract* and all *applicable law*.

3. **Article VI, Section 6.2.** The Academy shall achieve or *demonstrate measurable progress* for all groups of pupils toward the achievement of the educational *goal* and related *measures* identified in Schedule 7b and the results of the academic assessments identified in Schedule 7e.

4. **Article VI, Section 6.10.** The Academy shall at all times comply with generally *accepted* public sector *accounting* principles, and accounting system requirements that comply with the State *School Aid Act* of 1979, as amended, the Uniform Budgeting and *Accounting* Act ... and applicable State Board and Michigan Department of Education rules.
5. **Article XI, Section 11.5.** The Academy Board shall *not* occupy or use any facility until *approved* for occupancy by the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes.
6. **Article XII, Section 12.9.** This Contract is for a *fixed* term and shall terminate at the end of the Contract term without any further action of either the University Board or the Academy. Pursuant to University Board policy, the standards by which the Academy may be considered for the issuance of a new Contract will be guided by the following core questions:
  - a. Is the Academy's *academic* program successful?
  - b. Is the Academy's organization *viable*?
  - c. Is the Academy demonstrating *good faith* in following the terms of its charter and applicable law?

The standards for the issuance of a new Contract shall include *increases* in academic achievement for all groups of pupils as measured by the assessments and other objective criteria established by the University Board as the *most* important factor of whether to issue or not issues a new Contract.

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## Educational Goal

### Tab 7, Schedule *b* of the Charter Contract.

1. The Educational Goal in the charter contract is to:

*“Prepare students academically for success in college, work and life.”*
  2. The Educational Goal has two measures: *achievement* and *growth*.
  3. When looking for information in the charter contract, it is important to check the section identified in the charter contract and the section titled, *“Amendments.”*
  4. The Center expects that students that have been enrolled for three or more years at the academy will achieve the following in the respective grade levels:
    - Grades 2-5: *scaled scores equivalent to or greater than the grade level achievement targets for reading and math*
    - Grade 8: *scaled scores equivalent to or greater than the grade level achievement targets for reading and math*
    - Grade 11: *improved pupil academic achievement for all groups of pupils as assessed on the Michigan Merit Examination pursuant to the code*
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## Educational Program

### Tab 7, Schedule *c* of the Charter Contract.

1. The educational program is a narrative description of the Academy's unique approach to deliver the curriculum in order to fulfill the Academy's *mission* and *vision*.
2. **TRUE or FALSE:** The academy and its board are free to change and implement changes to the educational program at will and without notifying the Center. *FALSE*
3. The educational program identifies and provides overviews of the following areas for delivery of the program, in addition to them having their own sections of the contract:
  - *Curriculum*
  - *Assessment*

———— THE GOVERNOR JOHN ENGLER ————  
**CENTER FOR CHARTER SCHOOLS**  
———— CENTRAL MICHIGAN UNIVERSITY ————

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