CHARTER PERFORMANCE CONTRACT AT A GLANCE

**(*NAME OF PUBLIC SCHOOL ACADEMY*)**

**A PUBLIC SCHOOL ACADEMY**

# AUTHORIZED BY THE

**(*Name of Authorizer*)**

**(*Date of Authorization or Reauthorization*)**

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# HOw to PROTECT AGAINST CHARTER SCHOOL CLOSURE - WEBINAR

# January 2024

# INTRODUCTORY CONTENT: POLICIES AND RESOLUTIONS

Authorizer Board has authority to enact new policies relative to charter contract; all policies MAY apply 30 days after Academy Board notification.

**Resolutions (adopted by the authorizer Board)**

**Resolution Authorizing Academy:**  This resolution offers the authoritative language for granting the authorization (or reauthorization) of the academy by the authorizing Board; outlines the requirements necessary in ensuring quality board membership and protecting the efficacy of the public office; extends authority to the authorizing entity’s president or his designee for executing a charter contract and outlines the satisfaction of conditions necessary prior to executing the charter contract, including facility occupancy, submitting the appropriate board appointment materials, obtaining approval by the CSO Director on legal documents, a projected three-year budget, documentation supporting start-up funding, measureable educational goals and appropriate standards for monitoring and accountability, curriculum, accountability provisions in the management agreement regarding the board/management relationship, and a school calendar.

**Method of Selection and Appointment for Board Members**. This resolution outlines the Method of Selection and Appointment, the Length of Term, Number of Directors, Qualifications of Members, Oath of Public Office, and Board Training requirements for all board members.

# TERMS AND CONDITIONS

| **Contract Article** | **Title of Article** | **Salient Article Points/Provisions** |
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| **Article I** | *Definitions (pps. B1-B3)* | Defines and clarifies certain words,  phrases and provisions contained within the Charter Contract (“Contract”) |
| **Article II** | *Relationships (pps. B-4)* | * Authorizers authority to issue Contract in no way diminishes its authority or powers as a separate legal entity * Academy is established as a non- profit corporation, and, as such functions as a governmental entity independent of authorizer * Academy has no authority to financially obligate or bind its authorizer and/or the State of Michigan * All agreements entered into or transactions engaged are between the Academy and third-party, solely |
| **Article III** | *Role of the Authorizer (pps. 5-9)* | * Authorizer functions as the board- appointment agency and has established an authorizer board- approved process for effectuating that role * Authorizer functions as a limited fiscal agent and, as such, serves as the initial receiver of state-aid that then, through the authorizer, gets transferred into a board designated account * Authorizer issues and re-issues charter contract and has implemented a process for satisfying that role * Authorizer reserves right to review certain facility financing transactions and may also function as the |

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| **Contract Article** | **Title of Article** | **Salient Article Points/Provisions** |
|  |  | interceptor of facility payments through consummated transactions   * Authorizer shall review all educational service provider agreements pursuant to the process and/or policies identified in this article or elsewhere within the   Contract |
| **Article IV** | *Academy Role as Governmental Entity (p. 10)* | * Academy has been incorporated as a non-profit governmental entity, pursuant to the Non-Profit Corporations Act, and, as such, is eligible to receive school state aid funds (pursuant to Section 11 of Article IX of the State Constitution of 1963) * As a governmental entity, Academy may enter into agreements and/or transactions that contribute to the effectiveness of the Academy and/or educational advancements of the Academy * Board members must serve, only, in their individual board capacity and not as representatives of any other person or entity * As public officials, board members must swear the Constitutional Oath of Public Office that must be notarized by another public officeholder |
| **Article V** | *Corporate Structure of Academy (pps. 10-11)* | * Academy is a non-profit corporation * Its Board has established bylaws that address academy’s governance operations (both documents are attached schedules to this Contract) |
| **Article VI** | *Operating Requirements (pps 11- 14)* | Academy board serves as the legal entity responsible for administering the  Academy’s educational program which includes:   * Educational goals, programs and curriculum * Methods of pupil assessment * Application and enrollment of students |

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| **Contract Article** | **Title of Article** | **Salient Article Points/Provisions** |
|  |  | * School calendar and school day schedule * Appropriate ages of students * Ensuring appropriate submission of matriculation agreements (e.g. entrance agreements entered into with surrounding charter public and/or traditional public schools) * Transparency obligations |
| **Article VII** | *Tuition (p. 13)* | Academy shall not charge tuition but may impose fees and require activity payments, as legal and appropriate |
| **Article VIII** | *Compliance with Applicable Laws (pps. 14-16)* | It is expected that the Academy, through its board, will comply with all rules, regulations and laws incidental to its status as a public school and non-profit corporation, including but not limited to:   * *Enabling legislation (PA 277 0f 2011)* * *State School Aid Act* * *Open Meetings Act* * *Freedom of Information Act* * *Public Employees Relations Act* * *Prevailing Wage and Fringe Benefits on State Projects* * *Competitive Bidding* * *Public School Employees Retirement Act (if employees are employed directly by the Academy Board)* * *Non-Discrimination Act* * *Incompatible Public Offices Law* * *Uniform Budget and Accounting Act* * *Revised Municipal Finance Act of 2001* * *Public Employees Health Benefits Act (if employees are employed directly by the Academy Board)* * *All other federal and state applicable laws* |
| **Contract Article** | **Title of Article** | **Salient Article Points/Provisions** |
| **Article IX** | *Amendments (pps. 16-17)* | * Academy, through its board, may amend the Contract, as necessary |
|  |  | change to the educational environment dictates   * Outlines the process for amending the Contract and converting to a School of Excellence. * Identifies the authorizer’s role in taking any kind of contractual,   emergency action |
| **Article X** | *Termination, Suspension and Revocation (pps. 18-24)* | * Contract may voluntarily (boards’   request) or involuntarily (authorizer’s decision) be terminated   * State of Michigan may issue an Automatic Closure Notice (of grades, specific sites or all sites) * Academy may be placed under the supervision of the State School Reform/Redesign Office * Contract may be automatically revoked if Academy fails to meet academic/financial standards * Article lays out revocation procedures/process |

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| **Article** | **Title of Article** | **Salient Article Points/Provisions** |
| **Article XI** | *Provisions Relating to PSA (p. 24)* | The Academy Board is expected to ensure compliance with all rules, regulations and laws, including those relating to:   * *Employment of teachers* * *Budget* * *Security* * *Student Discipline* * *Professional Development* * *Special Education* * *Americans with Disabilities Act* * *Insurance* * *Sports* * *Entering into Contracts with Other Agencies* * *Technology* * *Accreditation* * *Role of Parents and Guardians* * *School and Community actions* * *Public Funds* * *Deposits* * *Equal Opportunity* * *Legal Liabilities and Covenants Against Suits* * *Non-Endorsement* * *Facility provisions, including % of facility expenditures relative to state-aid* * *Environmental concerns* * *Transparency* * *Conflicts of Interest* * *Incompatible Public Offices* |
| **Article XII** | *General Terms (pps. 31-34)* | Addresses the overall, legal contractual issues, including provisions for mailing of notices/permits required to be used under Contract terms; provides length of Contract term; includes a provision for indemnification of University. *(Note: Contract will specify individual name as the contractual receiver of notices/permits.)* |

**Contract Schedules**

**Charter Contract at a Glance**

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| **Schedule Number** | **Title** | **Salient Points/Provisions** |
| **Schedule 1** | *Articles of Incorporation (Standard Legal Document)* | * Establishes the Academy as a non-profit corporation pursuant to the Non-Profit Corporations Act * States the organization’s purpose of operating a public school academy and conducting itself as a governmental entity * Identifies the resident agent * Addresses certain privileges granted to the incorporator, including governmental immunity * Outlines requirements of corporation pursuant to the Non-Profit Corporations Act   *Articles are filed with and certified by the State of Michigan* |
| **Schedule 2** | *Bylaws*  *(Standard Legal Document)* | * Addresses how the Academy Board shall operate relative to its formation of a non-profit corporation * Outlines powers of the Board, number of Board positions, and qualifications of Academy Board members * Offers legal direction on meetings, committees and officers * Addresses Board’s legal authority in entering into contracts and/or approving contracts in the name of the Academy * Legally offers Board indemnification |

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| **Schedule Number** | **Title** | **Salient Points/Provisions** |
|  |  | *Bylaws are certified by Board Secretary* |
| **Schedule 3** | *Fiscal Agent Agreement*  *(Standard Legal Document)* | Outlines the authorizer’s role and functions of being the limited fiscal agent for the Academy, which is, primarily, receiving and transferring funds on behalf of the Academy into account(s) designated by the Academy Board  *Agreement signed by the Director of the Bureau of Bond Finance with the State of Michigan Department of*  *Treasury* |
| **Schedule 4** | *Oversight, Compliance and Reporting Agreement*  *(Standard Legal Document)* | * Outlines how the authorizer will undertake its role in fulfilling its oversight obligation(s), pursuant to prevailing legislation * Addresses what the Academy can expect in terms of periodic visits and on-site assessment of the Academy’s performance * Authorizer receives a up to 3% administrative fee for its role – fee levied on   Academy’s state-aid, only |
| **Schedule 5** | *Description of Staff Responsibilities*  *(Unique to School)* | Details the positions and description of responsibilities for employees working at the Academy.  *Review contract for specific positions and position descriptions for your Academy* |

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| **Schedule Number** | **Title** | **Salient Points/Provisions** |
| **Schedule 6** | *Physical Plant Description*  *(Unique to School)* | * Includes a scaled site and floor plan of the Academy * Includes all Certificates of Occupancy and documented facility arrangements, including lease/purchase agreements |
| **Schedule 7: Required Information for Public School Academy (Sections a-h)**  ***Note: The sections, below, may vary from authorizer to authorizer*** | | |
| **Section a** | *Governance Structure*  *(Unique to School)* | Addresses the legal structure under which the Academy Board operates and the role of the Academy Board relative to that structure. |
| **Section b** | *Educational Goals*  *(Unique to School)* | May contain the policies adopted by the authorizing entity regarding its policy position on student achievement and growth, including measures for determining goal achievement. Contractually, typically, it is expected that students will demonstrate growth in reading, math, science and English, as measured by subject scores on the contractually referenced assessments, both at a State level and a contractually-obligated secondary level (i.e. NWEA MAP) |

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| **Schedule Number** | **Title** | **Salient Points/Provisions** |
| **Section c** | *Educational Programs*  *(Unique to School)* | Outlines the educational program or programs the Academy will offer, its pedagogical philosophy, its vision and mission and its execution plan for delivering a high-quality educational program. |
| **Section d** | *Curriculum*  *(Unique to School)* | Specifies the curriculum to be used by the Academy, ensuring its alignment with the State of Michigan common core  and graduation requirements (if applicable) |
| **Section e** | *Methods of Pupil Assessment*  *(Unique to School)* | Identifies, contractually, the assessments to be administered by the Academy. Typically, contractually, the Academy is required to administer, the identified State assessments, along with all other state-required assessments and a secondary assessment (i.e. NWEA MAP) |
| **Section f** | *Application and Enrollment of Students*  *(Unique to School)* | Specifies enrollment numbers as directed by the Academy; outlines the legal requirements for enrolling students, with specific detail on how the Academy will ensure fair and equitable enrollment practices, including how to administer, legally, a random selection drawing, if necessary. |

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| **Schedule Number** | **Title** | **Salient Points/Provisions** |
| **Section g** | *School Calendar and School Day Schedule*  *(Unique to School)* | Includes the Board-adopted school calendar and school day schedule, which identifies identify the first and last day of school and the critical instructional and/or non-instructional events (i.e. school breaks/holidays; open enrollment; cohort and instructional time, etc.) |
| **Section h** | *Age or Grade Range of Pupils to be Enrolled*  *(Unique to School)* | Identifies the age/grade range of pupils to be served by the Academy. |