

# REAUTHORIZATION CHECKLIST | 2018

CHARTER CONTRACT REAUTHORIZATION CHECKLIST FOR 2018

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## OUR MISSION

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To transform public education through accountability, innovation and access to quality education for all students.

## OUR VISION

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We envision a diverse and dynamic public education marketplace that fosters academic excellence for all children.

## OUR VALUES

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Integrity | Respect | Compassion | Inclusiveness

Social Responsibility | Excellence | Innovation



## WELCOME

In our shared pursuit of academic excellence for Michigan's students, the reauthorization of the Academy's Charter Contract is a significant milestone. Throughout this important time, three fundamental questions frame the process:

1. Is the academic program successful?
2. Is the organization viable?
3. Is the Academy demonstrating good faith in following the terms of its Charter Contract and all applicable law?

These questions are sure to bring about valuable discussions that we look forward to having as they are reviewed with the Academy's unique background and goals in mind.

As your partner, the Center's team is always pleased to provide you with tools and resources that streamline the various reporting processes, enabling you to stay focused on what matters most – delivering superior performance in the classroom. This six-step checklist is designed to guide the Academy Board through the process leading to its new Charter Contract, as well as establish clear expectations for submission.

The Charter Contract, as you know, contains a variety of components: it provides a performance agreement, a description of the Academy's roles and responsibilities and an outline of the school's curriculum and instructional methods, among many other critical pieces of information. Although we use the existing Contract as much as possible, it is crucial that the information in the new Contract is accurate and relevant. Therefore, nearly all of its elements will need to be thoroughly reviewed. To that end, it is my sincere hope that this document proves to be a helpful tool that eliminates uncertainty, allowing you to take thoughtful and deliberate action as you work toward the reauthorization of the Charter Contract.

As always, please do not hesitate to contact us if you have questions. Together, we can improve the educational opportunities in your community and prepare students for success in college, work and life.

Thank you for keeping kids first!

Sincerely,



Cindy Schumacher  
Executive Director

## STEP 1: OFFICIAL CORRESPONDENCE FROM THE CENTER

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In the fall, the Center distributes formal correspondence to each academy whose Charter Contract (Contract) is set to expire on June 30 of the following year. The letter reminds the Board that the Contract represents the legal agreement between the Academy and the University and, as such, prescribes the terms and performance goals for the Academy. The letter further delineates the reauthorization process and timeline for the Academy – including specific on-site reviews, document submissions and standard requirements.

### ***Pre-conditions, if any:***

***If there are concerns regarding the Academy’s academic, fiscal, management or organizational performance or its ability to remain viable and deliver a quality educational program for its students, the Center may notify the Academy of “pre-conditions” that must first be satisfied in order for the Academy to continue through the reauthorization process. The pre-conditions will be specified in the official correspondence identified in Step 1 (above), along with a reasonable submission deadline. Upon receipt of the Academy’s response, the Center will review the information and then determine the Academy’s next steps in the reauthorization process.***

## STEP 2: ON-SITE VISITATIONS

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During the reauthorization process, the Academy could receive multiple on-site reviews. A brief description of each is provided below. As appropriate, discussions and correspondence will follow providing the Academy with additional information.

### **Reviews**

#### **Educational Program Review (EPR)**

The Contract (Schedule 4, Oversight, Compliance and Reporting Agreement, Article II, Section 2.1) states that the Center may monitor and evaluate the Academy’s implementation, delivery and support of the Educational Program and Curriculum as set forth in contract Schedules 7c and 7d, respectively. As such, the EPR is a tool that assists the Center in determining the extent to which the Academy has implemented the Educational Program described in the Contract. To aid in this process and assist the Academy in preparing for the visit, the Center has developed **The Educational Program Review Protocol** (Protocol). The Protocol includes an overview of the purpose of the visit, responsibilities of the Academy and the review team, areas of inquiry and key characteristics and documents supporting the Academy’s performance. As appropriate, the Center will work with the Academy to schedule the review and provide additional guidance regarding this process.

#### **Staff Review**

The Terms and Conditions section of the Contract (Article III, Section 3.6) authorizes the Academy to employ or contract for personnel according to the information outlined in Schedule 5. Furthermore, the Contract (Schedule 4, Oversight, Compliance and Reporting Agreement, Article II, Section 2.1) states that the Center may monitor and evaluate if the Academy is staffed with qualified personnel and that appropriate background checks have been conducted. Therefore, the Center will conduct a review of the Academy’s personnel records (or the personnel records of the Academy’s Educational Service Provider (ESP), if applicable) to ensure compliance with applicable law.

The Center will contact the Academy to establish a review date. The scope of the review will include teacher and administrator certification, compliance with **No Child Left Behind** Highly Qualified requirements, criminal background checks (state and federal) and unprofessional conduct disclosure requirements.

#### **Site & Facilities Review**

The Contract (Schedule 4, Oversight, Compliance and Reporting Agreement, Article II, Section 2.1) states that the Center may monitor and evaluate if the Academy is providing a safe learning environment. The Contract goes on to state that the Center may

monitor and evaluate if the Academy is demonstrating good faith in complying with the Contract, the Revised School Code and all other applicable law. To that end, the Center will conduct a review of the Academy's site and facilities. The Center will contact the Academy to establish a review date. The review sheet is available on the Center's website ([www.TheCenterForCharters.org/site-facilities](http://www.TheCenterForCharters.org/site-facilities)).

## STEP 3: SUBMISSION REQUIREMENTS

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During the reauthorization process, the Academy is required to submit various documents. The Center requires that these materials be submitted electronically (in Microsoft® Word® or Excel® format, unless otherwise indicated, to allow for necessary editing).

### Questionnaire

#### Reauthorization Questionnaire

During the reauthorization process, the Center requires that the Academy complete a general, due diligence questionnaire regarding contractual relationships, outstanding financial commitments and open litigation (if any) against the Academy. All board members are required to review the Academy's responses and sign and date the questionnaire prior to submitting it to the Center. The questionnaire is available on the Center's website ([www.TheCenterForCharters.org/charter-contract-development](http://www.TheCenterForCharters.org/charter-contract-development)).

### Charter Contract Schedule 5: Description of Staff Responsibilities

#### Position Descriptions

As previously stated, the Academy, in accordance with applicable law and the Contract Terms and Conditions, including Article III, Section 3.6, is authorized to employ or contract for personnel according to the information outlined in Schedule 5. Staffing levels should be sufficient to enable effective implementation of the Academy's Educational Program.

The Center has the Academy's current position descriptions contained within its existing Contract Schedule 5 on file and will forward them to the Academy for verification of accuracy. The following items are required to be included in proposed changes to existing or newly developed position descriptions:

- Title(s) of position(s);
- Reporting relationship (the position's supervisor);
- Name of employer (Academy Board or ESP);
- Criminal background check requirement; and
- Qualifications, including education level and experience

#### Educational Service Provider Agreement

If the Academy Board is considering contracting with an ESP, then the Academy Board is required to comply with the Center's ESP Policies, which are incorporated into the Contract through the Terms and Conditions. The current version of these policies is located on the Center's website ([www.TheCenterForCharters.org/esp-policies](http://www.TheCenterForCharters.org/esp-policies)). As a reminder, and for those academies that have not previously entered into an ESP Agreement, the Center's ESP Policies require that any proposed ESP Agreements be submitted to the Center at least 30 days prior to execution. Unless the Center's executive director extends the review period within 30 days of receiving the proposed ESP Agreement, the Center shall notify the Academy if the ESP Agreement is disapproved. The Center reserves the right to disapprove an ESP Agreement if the Academy Board submits an ESP Agreement that does not comply with the Contract, applicable law and University Policies. Specifically, the submission to the Center is required to include the following:

- Board-reviewed draft ESP Agreement;
- Draft legal opinion; and
- ESP information sheet

## Charter Contract Schedule 6: Physical Plant Description

In accordance with applicable law and the Contract Terms and Conditions, including Article XI, Section 11.5, the Academy is authorized to operate at the physical facility or facilities outlined in Schedule 6. The Center has the Academy's current physical plant description configuration contained within its existing Contract Schedule 6 and will forward the materials to the Academy for verification of accuracy. The Academy may also be required to submit any of the following:

### Scaled Floor Plans

If the current floor plans included in the Contract are not scaled (i.e. the plan(s) are not in the original size from the architect/engineer), then the Academy will be required to submit floor plans that are:

- Cleanly drawn and scaled (as prepared by an architect or building engineer);
- Include the address of the building(s); and
- Include the layout of each floor (including identification of rooms)

**Note: Floor plan(s) must be submitted electronically in .pdf format and should not be reduced in size prior to submission; the Center requires the plan(s) in the original size as prepared by the architect/engineer.**

### Lease Agreement(s)

If the Academy plans to enter into a new lease (or amend an existing lease), then the Center requires that all lease agreements be negotiated and submitted to the Center for review at least 30 days prior to execution. As with the ESP Agreement above, this 30-day period provides for review time by the Center. Lease agreements are required to include:

- Language causing the immediate termination of the lease agreement without penalty to the Academy Board upon termination of the Contract;
- All referenced exhibits or attachments;
- The facility addresses; and
- Total square footage

**Note: If the Academy is considering subleasing, copies of the lease between the lessor and the property owner are required to be submitted to the Center.**

### Financing Agreements

If the Academy Board plans to purchase a facility, any long-term financing closing documents and any related documentation, including long-term intercept requests (if applicable), are required to be submitted to the Center for review at least 30 days prior to closing. As with the ESP and/or Lease Agreements discussed previously, this 30-day period provides for review time by the Center.

### Church/State Questionnaire

As charter public schools, it is critical that any facility that is used by the Academy maintains the appropriate separation of church and state. Therefore, the Center has developed a questionnaire that is required for any facility that:

- Is affiliated with and/or owned by a church or other religious organization; or
- Was previously used by a religious entity

**Note: "Affiliation" may include a lessor/lessee relationship or other business relationship. The questionnaire is available as a fillable .pdf on the Center's website ([www.TheCenterForCharters.org/charter-contract-development](http://www.TheCenterForCharters.org/charter-contract-development)).**

In addition to the materials listed above, the Academy may also be required to submit the following materials, if requested:

- A copy of the Application(s) for Plan Examination as submitted to the Bureau of Construction Codes (BCC) and the Bureau of Fire Services (BFS), as applicable;
- A copy of the Letter(s) of Plan Approval issued by the BCC and BFS, as applicable;

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- Site plan(s)** – the site plan(s) must be cleanly drawn (as prepared by an architect or building engineer), scaled (if possible) and must have been approved by the BCC’s Plan Review Division prior to submission. It must also be submitted in a .pdf format and include:
  - Cross streets, recreation/playground area(s) and parking lots;
  - Traffic patterns;
  - All school and non-school buildings, including modular facilities; and
  - Address of each building
- Certificate of Use and Occupancy issued by the BCC (upon receipt)**
- AHERA Management Plan(s)** – The Academy is required to submit (electronically, in .pdf format) an approval letter from the Michigan Department of Licensing and Regulatory Affairs verifying that the proposed facility has an approved AHERA Management Plan on file with the State.

**Note:** *If the Academy Board is anticipating a site/facility change or expansion with a completion date after the effective date of the Contract (July 1, 2018), including the receipt of a Certificate of Use and Occupancy, then the Center will work with the Academy Board to establish a submission schedule for the items detailed above. The site/facility change/expansion will be incorporated into the new Contract through a Contract Amendment.*

### Charter Contract Schedule 7b: Educational Goal and Related Measures

#### **Standard Language Provided**

In accordance with applicable law and the Contract Terms and Conditions, including 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 identified in Schedule 7b. Additionally, the Academy is expected to meet the state of Michigan’s accreditation standards to state and federal law. Standard Educational Goal language will be provided for this schedule; therefore, no submission is required.

### Charter Contract Schedule 7c: Educational Programs

In accordance with applicable law and the Contract Terms and Conditions, including Article VI, Section 6.3, the Academy shall implement, deliver and support the Educational Program identified in Schedule 7c. The Educational Program is a narrative description of the Academy’s unique approach to delivering the curriculum in order to fulfill the Academy’s mission and vision. Throughout the description of the Educational Program it is expected that, where applicable, a citation of the underlying research will be provided. The Educational Program is required to include all of the following:

- The Academy’s mission statement, the Academy’s vision statement and a statement of the Academy’s values;**
- An explanation of how the Educational Program is delivered to ensure that all students are provided the opportunity to attain the knowledge and skills as indicated in the written curriculum and described by state and national standards, both in core and non-core subject areas;**
- A description of the approach(es) used to deliver the Educational Program in order to engage students in learning; and**
- A description of how the Educational Program allows for adaption and modification to meet the needs of all learners, e.g., gifted and talented students, students below grade level, students who qualify for special education services, English Language Learners. If the Academy serves fourth or seventh grade students, then the description is required to include how the Academy will ensure that every general education student who does not show proficiency in reading will receive “special assistance reasonably expected to enable the pupil to bring his or her reading skills to grade level within 12 months.”**

**Note:** *The following language is required to be included in the Educational Program:*

“When making educational placement decisions for students with disabilities, the Academy will ensure that parents are contributing members of the Individualized Educational Program (IEP) team, and together the team will make decisions that are subject to requirements regarding provision of the least-restrictive environment. When determining how services will be delivered

to students with disabilities, the Academy will follow all Special Education Rules as issued by the Michigan Department of Education. If a child with a current IEP enrolls in the Academy, the Academy will implement the existing IEP to the extent possible, or will provide an interim IEP agreed upon by parents until a new IEP can be developed. IEPs will be developed, revised, and implemented in accordance with the Individuals with Disabilities Educational Improvement Act and state law and regulations.

The Academy will fully comply with federal laws and regulations governing children with disabilities as follows:

- The Academy is responsible for providing a free, appropriate public education to children with disabilities enrolled in the Academy that have been determined through an IEP to require Special Education programs and services.
- The Academy will ensure that children who are suspected of having disabilities are properly evaluated by a multidisciplinary team, as defined in the Michigan Special Education Rules, and that children who have already been identified are re-evaluated by the multidisciplinary team at least every three years.
- When a multidisciplinary team determines that a special education student requires Special Education programs and services, the Academy will ensure that the IEP is fully implemented in accordance with IDEIA and reviewed on an annual basis or more frequently as determined by the IEP team.”

*The Academy may expand on this standard description to the extent it deems necessary to appropriately describe the program.*

- A description of the assessments utilized by the Academy to ensure progress toward the Educational Goal stated in the Contract. This should include not only the summative assessments required by law and the Contract, but also other formative and summative assessments that are essential to measuring successful implementation of the Academy’s curriculum.
- If applicable, a description of how the middle school and/or high school Educational Program addresses the skills necessary to prepare students academically for a successful transition.
- A statement regarding the development of Educational Development Plans for all middle school students ([http://www.michigan.gov/documents/mde/PC\\_Extras\\_1\\_2015\\_482099\\_7.pdf](http://www.michigan.gov/documents/mde/PC_Extras_1_2015_482099_7.pdf)).
- If applicable, describe explicit graduation requirements that, at a minimum, comply with the Michigan Merit Curriculum.
- A description of the method of evaluation used to determine the effectiveness of the implementation, delivery and support of the Educational Program.
- If applicable, the Educational Program must include the following language regarding early childhood education:
 

“The Academy operates an early childhood education program (Pre-Kindergarten and Great Start Readiness Program). On an annual basis, the Academy shall advise The Center on the current status of its early childhood education program. If changes occur in the Academy’s early childhood education program, the Academy shall file a revised Early Childhood Education Program Questionnaire with the Center.

Unless permitted under applicable law or administrative rule, the Academy shall not use the state school aid funds to establish or operate its early childhood education program. In accordance with applicable law and administrative rule, the Academy shall budget and account for funds and expenses associated with its early childhood education program.”

If the Academy is considering adding an early elementary education program, an Early Childhood Education Questionnaire must be completed and submitted to the Center. The questionnaire is available in fillable .pdf format on the Center’s website ([www.TheCenterForCharters.org/charter-contract-development](http://www.TheCenterForCharters.org/charter-contract-development)).

**Note: The addition of an early elementary education program will not be processed until the Academy obtains a license to operate the program from the Michigan Department of Health and Human Services.**

## Charter Contract Schedule 7d: Curriculum

In accordance with applicable law and the Contract Terms and Conditions, including Article VI, Section 6.4, the Academy shall implement, deliver and support the curriculum identified in Schedule 7d. The submission is required to include a detailed written curriculum by grade or level covering each subject/course to be taught and represent a focused, coherent and rigorous learning agenda. At a minimum, the subjects to be taught shall include, as required by law, English language arts, mathematics, science, social

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studies, physical education and health for kindergarten through grade eight. High school programs are required to offer a course of study that meets the Michigan Merit Curriculum (MCL 380.1278a, MCL 380.1278b).

### **General Curriculum Requirements**

The Academy's curricular submission must meet the following requirements. The curriculum will:

- Demonstrate a logical sequence of learning objectives aligned to state and national standards;
- Outline instructional resources and tools;
- Provide the essential vocabulary for each content area; and
- Specify the methods of assessment.

### **Health Requirements**

Specific health requirements including, but not limited to:

- Health education (Public Act 451 of 1976 being MCL 380.1169, 380.1502, and 380.1170, Revised School Code);
- Dangerous communicable diseases including, but not limited to HIV/AIDS (MCL 380.1169, Revised School Code); and
- Sex education, if it is part of the Academy's curriculum (Public Act 451 of 1976 being MCL 380.1506 and 380.1507, Revised School Code and Public Act 94 of 1979 being MCL 388.1766a, State School Aid Act).

### **Other Considerations**

- If the curriculum is web-based, the Academy is required to provide all necessary login and password information such that a representative of the Center may review the curriculum in its entirety.
- Within the curricular document, include a citation to the specific standard(s) to which the curriculum is aligned.
- Complete the course matrix, listing all the courses offered per grade or level. Additionally, include the Academy contact person for all curriculum-related questions (template available on the Center's website, [www.TheCenterForCharters.org/charter-contract-development](http://www.TheCenterForCharters.org/charter-contract-development)).
- Submit the written curriculum in a consistent format and as separate course documents clearly identified by Academy name, course title and grade or level.

### **Non-Core Curriculum Requirements**

Non-core curriculum is to be submitted in the same format as core curriculum. The same template is required to be used, with a curricular document submitted for each grade, level and subject offered. As with core curriculum, all non-core courses are required to be explicitly aligned with the state or national standards, representing a focused, coherent and rigorous learning agenda.

- Health and Physical Education** – Health curriculum must address the Michigan Health Education Requirements (Public Act 451 of 1976, MCL 380.1170 and 380.1502 Revised School Code), including the teaching of dangerous communicable diseases (MCL 380.1169 and 380.1170). If the Board adopts the Michigan Model for Health, only a module checklist will be required. Physical Education curriculum is required for each grade or level. Participation in extracurricular athletics at the high school level may constitute successful completion of this requirement (MCL 380.1502).
- Visual, Performing and Applied Arts** – A written curriculum must be submitted for each visual art, music, dance or theater course offered for each grade or level. Curriculum must align with Michigan Standards, Benchmarks and the Grade Level Content Expectations for Visual Arts, Music, Dance and Theater. This document, approved by State Board of Education in June 2011, includes standards and benchmarks for elementary, middle and high school levels. The standards can be accessed at [http://www.michigan.gov/mde/0,4615,7-140-28753\\_64839\\_65510---,00.html](http://www.michigan.gov/mde/0,4615,7-140-28753_64839_65510---,00.html).
- World Languages** – A written curriculum must be submitted for each world language course offered for each grade or level. World language is required for high school graduation. Students can meet this requirement by completing two years of a world language in grades nine - 12 or by completing an equivalent learning experience in grades kindergarten - eight, meeting all state proficiency requirements. The Michigan World Language Standards and Benchmarks can be accessed at [http://www.michigan.gov/mde/0,4615,7-140-28753\\_64839\\_65510---,00.html](http://www.michigan.gov/mde/0,4615,7-140-28753_64839_65510---,00.html).

- Technology and Online Learning Experience** – A written curriculum must be submitted for each technology course offered for each grade or level. Technology curriculum must align to the Michigan Educational Technology Standards for Students (METS-S) 2009. These standards can be accessed at [techplan.edzone.net/METS/METS2009.pdf](http://techplan.edzone.net/METS/METS2009.pdf). If the online learning experience requirement for high school graduation is integrated into courses, submit documentation showing fulfillment of the online learning experience.

### **Charter Contract Schedule 7e: Methods of Pupil Assessment**

In accordance with applicable law and the Contract Terms and Conditions, including Article VI, Section 6.5, the Academy shall properly administer the academic assessments identified in Schedule 7e. In addition, the Contract authorizes the Center to have access to the Academy’s Student/School Data Applications through the Center for Educational Performance and Information and to the electronic reporting system administered by the Michigan Department of Education to access the Academy’s state assessment results, as applicable.

- Assessment Language**

The Academy is required to ensure that any persons involved with the administration of these assessments are properly trained and adhere to the ethical standards and testing procedures associated with these assessments. Standard assessment language is provided for this Contract schedule; therefore, the Academy is not generally required to submit anything additional.

### **Charter Contract Schedule 7f: Application and Enrollment of Students**

In accordance with applicable law and the Contract Terms and Conditions, including Article VI, Section 6.6, the Academy shall comply with the application and enrollment requirements identified in Schedule 7f.

- Maximum Enrollment**

The Academy is required to review the maximum enrollment number and grade levels served currently included in the Contract and inform the Center of any proposed changes.

### **Charter Contract Schedule 7g: School Calendar and Day Schedule**

In accordance with applicable law and the Contract Terms and Conditions, including Article VI, Section 6.7, the Academy shall comply with the school calendar and school day schedule requirement identified in Schedule 7g.

- Calendar**

The Academy is required to submit a draft calendar for the 2018-19 academic year that complies with applicable law. The calendar is required to include:

- The first and last day of the school year;
- The start and end times for a typical school day; and
- The number hours and days of instruction for the school year.

### **Contract Schedule 7h: Age or Grade Range of Pupils**

In accordance with applicable law and the Contract Terms and Conditions, including Article VI, Section 6.8, the Academy shall comply with the age or grade ranges as stated in Schedule 7h.

- Grade Ranges**

The Academy is required to review the grade ranges currently included in the Contract and inform the Center of any proposed changes.

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## STEP 4: STANDARD CONTRACT DOCUMENTS

The Center will prepare the following standardized documents which require no additional submission by the Academy.

- Charter Contract Terms and Conditions Tab B
- Restated Articles of Incorporation (as required) Tab C – Schedule 1
- Fiscal Agent Agreement Tab C – Schedule 3
- Oversight, Compliance and Reporting Agreement Tab C – Schedule 4
- Governance Structure Tab C – Schedule 7a
- Educational Goal and Related Measures Tab C – Schedule 7b
- Methods of Pupil Assessment Tab C – Schedule 7e
- Application and Enrollment of Students Tab C – Schedule 7f
- Information Available to the Public and the Center Tab C – Schedule 8

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## STEP 5: ACADEMY BOARD REVIEW

The entire Contract will be prepared and provided to the Academy Board with adequate time for review prior to board action. In addition to the Contract, the Center will provide an overview document highlighting any substantive language changes contained within the Contract, as well as the standard resolutions for action by the Academy Board.

The following standard resolutions may require Academy Board action:

- Approval of the Academy Board's Amended Bylaws
- Indemnification of Certain Individuals Associated with the Academy
- Indemnification of the University
- Approval of the Charter Contract

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## STEP 6: CONTRACT FINALIZATION

A Center representative will attend the board meeting whereby the Academy Board approves the Contract and the resolutions identified above. The Center representative will return the signed Contract to the University, where it will be routed for signing by the University Board Chair and then filed with the Michigan Department of Education. An email will be sent to the Academy Board containing the link to the Center's website where the fully executed Contract will be available for viewing and downloading.

Center staff stands ready to provide clarity to the Academy on any of the steps in the reauthorization process. If you have any questions, please contact your Field Operations team member or call (989) 774-2100 and ask for the contract development coordinator.

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

THE GOVERNOR JOHN ENGLER CENTER FOR CHARTER SCHOOLS  
CENTRAL MICHIGAN UNIVERSITY | MOUNT PLEASANT, MI 48859  
(989) 774-2100 | [www.TheCenterForCharters.org](http://www.TheCenterForCharters.org)