

Texas Panhandle P-16 Council Charter Agreement

Effective on the date signed, the undersigned organizations, collectively referred to as the “Texas Panhandle P-16 Council”, entered into the following Agreement:

ARTICLE ONE ORGANIZATIONAL STRUCTURE AND MISSION

1.01. NAME: The name of the organization created by this Agreement is the “Texas Panhandle P-16 Council”.

1.02. MEMBERSHIP ELIGIBILITY: This organization is a consortium of Texas Panhandle Universities, Community Colleges, Independent School Districts, Region 16 Education Service Center, Panhandle Twenty/20, and representatives from Early Childhood and the business community.

1.03. MISSION: The mission of the Texas Panhandle P-16 Council is to promote success across the education continuum so students will grow to be successful citizens, professionals, and life-long learners.

1.03.1. GOALS: Goals of the Texas Panhandle P-16 Council are:

- A. Convene the stakeholders representing P-16 initiatives in the Texas Panhandle
- B. Advance the systemic, comprehensive, and seamless core curriculum alignment of education and training experiences for students in the regional institutions
- C. Promote a culture of expectation among all stakeholders for advancement of all students to post-secondary education or training
- D. Serve as a catalyst for policy development around P-16 student success
- E. Follow state guidelines for implementation of a regional P-16 Council
- F. Support the recommendations of the Panhandle Twenty/20 2007 report, *The Panhandle Imperative*

1.03.2. GUIDING PRINCIPLES: The guiding principles that govern the Council's work are:

- A. Acknowledge and encourage input from all segments of the Texas Panhandle
- B. Be accountable by establishing and measuring progress toward outcomes pursued by the Council
- C. Respect students' needs and community perspectives
- D. Embrace the larger outcomes of quality of life for individuals, sustaining democracy and facilitating economic and community development
- E. Ensure that the Council functions as an innovative "learning organization"

1.04. MEMBERS: The “Texas Panhandle P-16 Council” Members will be representatives from the Parties signatory to this Agreement. New members shall become Parties to this Agreement only by execution of this original Agreement.

ARTICLE TWO MANAGEMENT BOARD

2.01. ROLES AND RESPONSIBILITIES: The Management Board shall have, but is not limited to, the following responsibilities:

- A. Support the Mission and Goals of the “Texas Panhandle P-16 Council”
- B. Discuss and define projects for the “Texas Panhandle P-16 Council”
- C. Appoint sub-committees as necessary to carry out specific projects
- D. Advocate for appropriate funding and support of P-16 public education in Texas and the U.S.
- E. Obtain funding to support the efforts and activities of the “Texas Panhandle P-16 Council”

2.02. NUMBER: The number of members on the Management Board shall be not less than 10 and not more than 25. The Management Board may establish by resolution, from time-to-time, the number of persons who will comprise the Board.

2.03. SELECTION OF MANAGEMENT BOARD MEMBERS: The Management Board shall include the following:

- A. West Texas A&M University President and one appointee
- B. Amarillo College President and one appointee
- C. Clarendon College President and one appointee
- D. Frank Phillips College President and one appointee
- E. Seven Independent School District Superintendents selected as follows:
 1. Place 1: Superintendent with ADA > 25,000
 2. Place 2: Superintendent with ADA > 7,000 and < 25,000
 3. Place 3: Superintendent with ADA > 3,000 and < 7,000
 4. Place 4: Superintendent with ADA > 1,600 and < 3,000
 5. Place 5: Superintendent with ADA > 600 and < 1,600
 6. Place 6 & 7: Superintendents with ADA <600
- F. Executive Director of the Region 16 Education Service Center
- G. P-16 Regional Advisors
- H. Early Childhood Representatives (3)
 1. One appointed by the superintendent from Place 1
 2. One appointed by the Executive Director of Region 16 Education Service Center
 3. One appointed by the President of Amarillo College
- I. Panhandle Twenty/20 Representative
- J. Business Representatives (2): Appointed by the Executive Committee

2.04. TERMS OF MEMBERS OF THE MANAGEMENT BOARD: The post secondary Members of the Management Board shall be selected to serve terms that are established by each individual organization. The superintendent Members of the Management Board shall be annually elected for staggered three year terms. Other members selected as appointees serve at the pleasure of the appointing organization.

2.05. ACTION BY THE MANAGEMENT BOARD:

- A. A majority of the total number of the Management Board then qualified and acting shall constitute a quorum for any meeting of the Management Board. Once a quorum is present at any meeting of the Management Board, each Member shall be entitled to one vote upon each matter upon which the Management Board votes. The vote of the majority of the Management Board Members present at which a quorum is present shall be the act of the Management Board unless a greater number is required by this Agreement.
- B. Changes to this original Agreement require at least a two-thirds vote of the Management Board and a simple majority vote of the entire "Texas Panhandle P-16 Council" membership.
- C. At any meeting of the Management Board, members may be present by proxy and may vote on any question, or may vote by any electronic or telephonic means approved by the Management Board.

2.06. MEETINGS: The Management Board shall meet at least semi-annually, or more often as needed, at such time and place as the Management Board may, from time-to-time decide. The Management Board Chair or any four or more Members of the Management Board may call special meetings of the Management Board.

2.07. OFFICERS: The Management Board shall initially elect a Chairman, Vice-Chairman, and Secretary from its membership. The term of office for all positions is two years. At the end of the two-year terms which shall occur in August of even-numbered years, the following rotations shall occur: Chairman rotates out of an office, Vice-Chairman becomes Chairman, Secretary becomes the Vice-Chairman, and the Management Board shall elect a new Secretary from sitting Management Board Members.

**ARTICLE THREE
EXECUTIVE COMMITTEE**

3.01. GOVERNANCE: The affairs of the "Texas Panhandle P-16 Council" shall be directed by its Executive Committee, with approval of actions by the Management Board.

3.02. MEMBERS OF THE EXECUTIVE COMMITTEE: The Executive Committee shall include the following:

- A. West Texas A&M University President or designee
- B. Community College President or designee (this position is jointly determined by the Presidents of all Community College members – the initial designee is Amarillo College)
- C. Executive Director of the Region 16 Education Service Center
- D. P-16 Regional Advisors
- E. Place 1 Superintendent
- F. Place 2 Superintendent
- G. At-Large Superintendent
- H. Panhandle Twenty/20 Representative
- I. Chair of the Management Board

3.03. TERMS OF MEMBERS OF THE EXECUTIVE COMMITTEE: The Members of the Executive Committee shall be established by each individual organization. The make-up and organization of the Executive Committee will be reviewed annually by the Management Board Members at the first meeting of the calendar year.

3.04. ACTION BY THE EXECUTIVE COMMITTEE:

- A. A majority of the total number of the Executive Committee then qualified and acting shall constitute a quorum for any meeting of the Executive Committee. Once a quorum is present at any meeting of the Executive Committee, each Member shall be entitled to one vote upon each matter upon which the Executive Committee votes. The vote of the majority of the Executive Committee Members present at which a quorum is present shall be the act of the Executive Committee unless a greater number is required by this Agreement.
- B. At any meeting of the Executive Committee, members may be present by proxy and may vote on any question, or may vote by any electronic or telephonic means approved by the Executive Committee.
- C. The Executive committee will recommend a slate of Management Board officers for consideration of the full Management Board. The Management Board may accept or reject the slate of officers.

3.05. MEETINGS: The Executive Committee shall meet at least quarterly, or more often as needed, at such time and place as the Executive Committee may, from time-to-time decide. The Executive Committee Chair or any two Members of the Executive Committee may call special meetings of the Executive Committee.

3.06. OFFICERS: The Chair of the Management Board shall also serve as the Chair of the Executive Committee. The term of office is two years.

ARTICLE FOUR GENERAL PROVISIONS

4.01. TERM OF AGREEMENT: This Agreement shall continue in force and effect for a period of one year from the date of this Agreement and for successive one-year periods thereafter, unless sooner terminated.

4.02. NOTICES: Notices and minutes of the meetings of the Management Board shall be delivered to each of the Members of the "Texas Panhandle P-16 Council". The Secretary of the Management Board is responsible for implementing this section of the agreement.

Notices and minutes of the Executive Committee shall be delivered to the Management Board Members. The Secretary of the Executive Committee is responsible for implementing this section of the Agreement.

4.03. FISCAL YEAR: The fiscal year of the "Texas Panhandle P-16 Council" shall be the same as that of its fiscal agent.

4.04. AUDIT: The Fiscal Agent shall cause an annual audit of the books and records of the “Texas Panhandle P-16 Council” to be conducted as a part of its regular audit. The Management Board may, at any time, cause a special audit of the “Texas Panhandle P-16 Council” fund to be conducted. A copy of any regular or special audit shall be made available to each Member upon request.

4.05. FISCAL AGENT: The fiscal agent of the “Texas Panhandle P-16 Council” shall initially be the Region 16 Education Service Center. The fiscal agent can be moved to another organization by a majority vote of the Management Board.

This Agreement constitutes the entire agreement between and among the Members with respect to the “Texas Panhandle P-16 Council” and supersedes any prior understandings, whether written or oral, with respect to the “Texas Panhandle P-16 Council”.

This Agreement entered into as of the date indicated below, by the undersigned:

Name of Organization

By: _____
Date

Printed Name: _____

Title: _____