FERRIS STATE UNIVERSITY

A

CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY AND RELATED DOCUMENTS

BETWEEN

CREATIVE TECHNOLOGIES ACADEMY

(A PUBLIC SCHOOL ACADEMY)

AND

FERRIS STATE UNIVERSITY BOARD OF TRUSTEES

(AUTHORIZING BODY)

AUTHORIZATION PERIOD:

JULY 1, 2019 – JUNE 30, 2026

TABLE OF CONTENTS

Contract Documents — Tab

Charter Schools Office Contract Policies

Resolution Establishing the Method of Selection, Length of Term, and Number of Members of Board of Directors of CREATIVE TECHNOLOGIES ACADEMY ..... A

Terms and Conditions of Contract ..... B

Contract Schedules C

Schedule 1: Articles of Incorporation 1

Schedule 2: Bylaws 2

Schedule 3: Fiscal Agent Agreement 3

Schedule 4: Oversight Agreement 4

Schedule 5: Description of Staff Responsibilities 5

Schedule 6: Physical Plant Description 6

Schedule 7: Required Information for Public School Academy 7

- Section a: Governance Structure of Public School Academy ..... a
- Section b: Educational Goal Policies ..... b
- Section c: Curriculum c
- Section d: Methods of Pupil Assessment ..... d

Schedule 7: Required Information for Public School Academy (continued)

- Section e:
  Admission Policy
  and Criteria ..... e

- Section f:
  Public Notice
  of Enrollment Procedures ..... f

- Section g:
  School Calendar
  and School Day Schedule ..... g

- Section h:
  Age or Grade Range
  of Pupils to be Enrolled ..... h

Schedule 8: Information Available to the Public 8

Contract Checklist 9

POLICIES

As per **Article XII, Section 12.15** of the *Terms and Conditions* of the Charter School Contract, the Ferris State University Board or Charter Schools Office (CSO) has the right to enact policies that become part of the Contract. All policies automatically apply thirty (30) days after Academy Board notification.

It is the responsibility of the Academy Board to make certain that the Contract Policy section is kept up-to-date whenever changes or additional policies are issued by the CSO. Please contact the Charter Schools Office with any questions at (231) 591-5802.

FERRIS STATE UNIVERSITY

CHARTER SCHOOLS OFFICE POLICY

Revised: March 2016

EDUCATIONAL SERVICE PROVIDER

Pursuant to the Terms and Conditions of the Contract ("Contract") issued by the Ferris State University Board of Trustees ("University Board"), these Educational Service Provider Policies ("ESP Policies") have been prepared by the Charter Schools Office (CSO). They now become part of the Contract and apply immediately to all academies being authorized or re-authorized pursuant to Contracts issued by the University Board, and prospectively to any existing academy that enters into an agreement with an Educational Service Provider ("ESP") on or after the date set forth above. Failure by the Academy Board to comply with these Policies may result in the non-issuance of a Contract, or for existing Academies, the initiation of suspension, termination or revocation proceedings under the Contract.

A. Academy Board Due Diligence

1. Prior to executing an agreement with an ESP, the Academy Board shall perform sufficient due diligence to establish that the ESP has the appropriate financial resources, educational services, and managerial experience to provide the contracted services. Prior to contracting with an ESP, the Academy Board shall obtain sufficient information to conclude that the ESP agreement, on the terms to be approved, is in the best financial and educational interest of the Academy. At a minimum, and prior to the execution of an ESP agreement, the Academy Board shall provide the following information to the Charter Schools Office via Epicenter **in addition to the proposed contract:**

   - List of all ESP owner(s), directors and officers.
   - Type or form of entity (for-profit corporation, non-profit corporation, limited-liability company, etc.).
   - Name of the ESP's primary banking institution.
   - Legal counsel for the ESP. Name, address, and telephone number of firm and name of contact person.
   - Accounting firm for the ESP. Name, address, and telephone number of firm and name of contact person.
   - A written statement regarding the ESP's experience in providing educational services and a description of the types of educational service to be provided to the Academy.

2. Academy Board members, Academy Board employees, and their respective spouses and immediate family members may not have any direct or indirect ownership, employment, contractual or management interest in any ESP that contracts with the Academy. The Charter Schools Office may formally waive this condition for persons who have an ownership interest in an ESP that contracts with the Academy if it concludes that the ownership interest is minimal.

3. If an Academy proposes to enter into a new, amended or renewal agreement with an ESP to provide persons to perform work at the Academy, or to extend the term of an existing agreement, the Academy shall, not later than thirty (30) days prior to the proposed date of execution thereof, submit the proposed agreement and a detailed description of the means by which the Educational Service Provider will be held accountable to the Academy Board for the day-to-day performance of the Educational Service Provider's obligations under such agreement for review by the CSO Director as well as a copy of the completed evaluation instrument due by **October 31** of each year. The evaluation instrument shall be devised by the CSO with the completed instrument reviewed with the ESP at a regular meeting of the Academy Board prior to submission of the completed evaluation instrument.

4. Unless the CSO Director extends the review period, within thirty (30) days of receiving a copy of a proposed agreement and detailed description in compliance with this policy and Section 3.8(a) of the Contract, the CSO Director shall notify the Academy if the proposed agreement is disapproved (the CSO Director may disapprove the proposed agreement in his or her sole discretion). If the proposed agreement is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and/or the Educational Service Provider, would cause such disapproval to be deemed withdrawn. No agreement described in this policy may be entered into that is disapproved by the CSO Director. By not disapproving a proposed agreement, the CSO Director is in no way giving approval of the proposed agreement, or any of the terms or conditions thereof.

5. The Academy Board shall retain independent legal counsel to review and advise it during the negotiation of the ESP agreement. Legal counsel for the Academy shall not also represent the ESP or principals thereof, or have provided recent or significant representation to the ESP or its principals in the past. The ESP agreement shall be an arms-length, negotiated agreement between an informed Academy Board and the ESP. Prior to the Academy Board's approval of the ESP agreement, the Academy Board shall obtain a legal opinion from its legal counsel, which includes the representations that legal counsel has reviewed the Proposed Educational Service Provider Agreement, the Charter Schools Office Educational Service Provider Policies and the Contract to Charter the Public School Academy, and which opines that:

   A. The Academy Board has the power and authority to enter into the proposed agreement;

B. Execution of the proposed agreement does not violate any term or provision of the Policies, Charter Contract or applicable statute; and

C. Entering into the agreement does not permit or require improper delegation by the Academy Board.

6. The Academy Board shall not approve an ESP agreement until all board members have been given a reasonable opportunity to review the proposed ESP agreement with the Academy's legal counsel.

7. The Academy Board shall only approve an ESP agreement with a formal vote at a public board meeting. Prior to the Academy Board's vote on the ESP agreement, the Academy Board shall provide a reasonable opportunity for public comment on the proposed ESP agreement.

B. Academy Board Administrative and Fiduciary Responsibilities

1. In negotiating the ESP agreement, the Academy Board shall budget adequate resources to fulfill its Contract requirements which may include, but are not limited to: oversight of the Academy's ESP; negotiation of the Contract and any amendments; payment of staff costs, insurance required under the Academy's lease, ESP agreement and the Contract; annual financial audit; the Academy Board's legal counsel, consultants, recording secretary and any other such cost necessary for Academy Board operations.

2. The Academy Board shall be responsible for determining the budget reserve amount included as part of the Academy's annual budget. In addition, the Academy Board is responsible for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount. Any reserve amount less than three percent (3%) of anticipated State School Aid shall be approved by the Charter Schools Office. If the State adopts legislation reducing an Academy's school aid due to reserves greater than fifteen percent (15%), as proposed, or some other amount, anticipated reserves greater than that amount shall also be approved by the Charter Schools Office.

3. The ESP shall present to the Academy Board, on a frequency established by the Academy Board, a detailed reconciliation of budgeted to actual revenues and expenditures, with an explanation of variances. Also, the ESP shall present to the Academy Board, on a frequency determined by the Academy Board, a detailed schedule of expenditures at object level for review and approval by the Academy Board. The foregoing presentations shall be in a form and format acceptable to the Academy Board and are to be provided to all Academy Board members not less than three working days prior to the Board meeting at which the information will be considered.

4. The Academy Board shall be informed of the level of compensation and fringe benefits provided to employees of the ESP assigned to the Academy.

C. ESP Agreement Provisions

1. An ESP agreement under which an Educational Service Provider provides persons to perform work at the Academy may not contain a non-competition, no-hire, or similar provision prohibiting or restricting the Academy from hiring instructional staff that perform work at the Academy.

2. An ESP agreement under which an Educational Service Provider provides persons to perform work at the Academy shall contain a provision requiring the Educational Service Provider to make information concerning the operation and management of the Academy, including without limitation but not limited to the information described in Schedule 8, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under the Contract. Except as permitted under the Contract and Applicable Law, no ESP agreement shall restrict the University's or the public's access to the Academy's records.

3. No provision of an ESP agreement shall interfere with the Academy Board's duty to exercise its constitutional, statutory, contractual and fiduciary responsibilities governing the operation of the Academy. No provision of an ESP agreement shall prohibit the Academy Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.

4. An ESP agreement shall not restrict an Academy Board from waiving its governmental immunity or require an Academy Board to assert, waive or not waive its governmental immunity.

5. No provision of an ESP agreement shall alter the Academy Board treasurer's legal obligation to direct that the deposit of all funds received by the Academy be placed in the Academy's depository account as required by law. The signatories on the depository account shall solely be Academy Board members and/or individuals properly designated annually by Board resolution. Interest income earned on Academy depository accounts shall accrue to the Academy.

6. An ESP agreement shall contain a provision that all finance and other records of the ESP related to the Academy will be made available to the Academy's independent auditor.

7. An ESP agreement shall not permit the ESP to select or retain the independent auditor for the Academy.

8. If an ESP purchases equipment, materials and supplies on behalf of or as the agent of the Academy, the ESP agreement shall provide that such equipment, materials and supplies shall be and remain the property of the Academy. The ESP will comply with Section 1274 of the Revised School Code as if the Academy when making these purchases directly from a third party supplier.

9. An ESP agreement shall contain a provision that if the ESP procures equipment, materials and supplies at the request of or on behalf of the Academy, the ESP shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.

10. An ESP agreement shall contain a provision that clearly allocates the respective proprietary rights of the Academy Board and the ESP to curriculum or educational materials. At a minimum, ESP agreements shall provide that the Academy owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the Academy; or (ii) were developed by the ESP at the direction of the Academy Board with Academy funds dedicated for the specific purpose of developing such curriculum or materials. ESP agreements may also include a provision that restricts the Academy's proprietary rights over curriculum or educational materials previously developed or copyrighted by the ESP, or curriculum or educational materials that are developed by the ESP using funds from the Academy that are not dedicated for the specific purpose of developing Academy curriculum or educational materials. All ESP agreements shall recognize that the ESP's educational materials and teaching techniques used by the Academy are subject to disclosure under the Code and the Freedom of Information Act.

11. An ESP agreement under which an Educational Service Provider provides persons to perform work at the Academy shall be clear about which persons or positions are employees of the ESP, and which persons or positions are employees of the Academy. If the ESP leases employees to the Academy, the ESP agreement shall provide that the leasing company accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the Academy or working on Academy operations. If the Academy is staffed through an employee leasing agreement, legal confirmation shall be provided to the Academy Board that the employment structure qualifies as employee leasing.

12. An ESP agreement shall contain insurance and indemnification provisions outlining the coverages the ESP will obtain. The ESP's insurance is separate from and in addition to the insurance the Academy Board is required to obtain under the Contract.

13. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program, and shall not include any costs for the marketing and development of the ESP.

14. The maximum term of an ESP agreement shall not extend beyond the term of the Academy's Contract.

15. An ESP agreement shall provide that any action or inaction by the ESP which causes the Contract of the Academy to be revoked, terminated or suspended, or which results in the Academy receiving official notification from the CSO, University Board, Superintendent of Public Instruction, or other authorized body or official, of the commencement or an intent to initiate proceedings for the termination, revocation or

suspension of the Contract, shall be designated a material breach, which shall be grounds for termination of the ESP agreement by the Academy. The ESP agreement shall also provide for termination if directed by the University Board as part of the process of reconstitution, as provided by the Revised School Code.

D. Lease and Loan Agreement Provisions

1. If the Academy intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationships with the ESP, then such agreements shall be separately documented and not be a part of or incorporated into the ESP agreement. In all cases, the CSO shall be provided copies of all such documents and agreements.

FERRIS STATE UNIVERSITY

CHARTER SCHOOLS OFFICE POLICY

Adopted: April 2008
Revised: May 2016

FACILITY FINANCE & PROPERTY ACQUISITION

Pursuant to the Terms and Conditions of the Contract ("Contract") issued by the Ferris State University Board of Trustees ("University Board"), these Facility Finance & Property Acquisition Policies ("FF&PA Policies") have been prepared by the Charter Schools Office (CSO). They now become part of the Contract and apply immediately to all academies being authorized or re-authorized pursuant to Contracts issued by the University Board, and prospectively to any existing academy that enters into an agreement for Facility Finance & Property Acquisition ("FF&PA") on or after the date set forth above. Failure by the Academy Board to comply with these Policies may result in the non-issuance of a Contract, or for existing Academies, the initiation of suspension, termination or revocation proceedings under the Contract.

A. University Board Approval of Condemnation

In the event that the Academy desires to acquire property pursuant to the Uniform Condemnation Procedures Act, or other applicable statutes, it shall obtain express written permission for such acquisition from the University Board. The Academy shall submit a written request to the CSO Director describing the proposed acquisition and the purpose for which the Academy desires to acquire the property and a request for a contract amendment. The CSO Director will generate a recommendation for consideration by the University Board with regard to the proposed acquisition. The request and the CSO Director's recommendation will be submitted by the CSO Director for the University Board's consideration in accordance with the University Board's generally applicable timelines and policies for the agendas of regularly scheduled University Board committee meetings and formal sessions of the University Board. No acquisition may be made until the approval of the University Board is obtained by resolution adopted at a formal session of the University Board.

B. CSO Director Review of Certain Financing Transactions

If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of facilities or equipment, in excess of $150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., or (ii) direct that a portion

of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit the transaction for prior review by the CSO Director, as designee of the University Board, in the manner provided herein. The Academy shall, not later than thirty (30) days prior to the proposed closing date of the transaction, submit a written request for review to the CSO Director describing the proposed transaction and the facilities or equipment to be acquired with the proceeds thereof (if any) together with a copy of the proposed lease, deed or bill of sale for any facilities or equipment to be acquired in the transaction, and in the case of a transaction described in subparagraph (ii) of this Section, (a) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; (b) a copy of a State School Aid Payment Agreement and Direction document that is in a form acceptable to the University Charter Schools Office; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the University Charter Schools Office may request. Unless the CSO Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the CSO Director shall notify the Academy if the proposed transaction is disapproved (the CSO Director may disapprove the proposed transaction in his or her sole discretion). If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into that is disapproved by the CSO Director. By not disapproving a proposed transaction, the CSO Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

C. Other Transactions Requiring CSO Director Review

If the Academy desires to enter into a purchase agreement, multi-year lease, or transaction requiring bid documents with respect to (i) the Academy's facilities described in Schedule 6, (ii) Academy facilities that are in addition to or intended to replace the Academy's facilities described in Section 6, or (iii) capital assets valued in excess of $150,000, the Academy shall, not later than thirty (30) days prior to the proposed date of execution of the proposed agreement, lease or bid documents (as applicable), submit a written request for review to the CSO Director describing the proposed transaction and the facilities or capital assets to be purchased, leased or which are otherwise the subject of the transaction, together with a copy of the proposed lease, deed or bill of sale for such facilities or assets. Unless the CSO Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the CSO Director shall notify the Academy if the proposed transaction is disapproved (the CSO Director may disapprove the proposed transaction in his or her sole discretion). If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into that is disapproved by the CSO Director. By not disapproving a proposed transaction, the CSO Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

D. Disapproval of Certain Transactions

Due to the uncertain status of an Academy's Contract where the Academy has been placed in Intensified Monitoring status by the CSO pursuant to the CSO's Reinvigorating Excellence Initiative, a transaction that is required to be submitted for review by the CSO Director pursuant to these Facility Finance and Property Acquisition Policies by such an Academy will be disapproved by the CSO Director if the transaction would require payments to be made by the Academy after the Academy's existing Contract expiration date, except that the CSO Director may elect not to disapprove such a transaction where the CSO Director determines in his or her sole discretion that all of the following conditions are met:

1. The Academy is not in Intensified Monitoring;

2. The Academy has an unrestricted fund balance that is not less than fifteen percent (15%) of its projected annual expenditures;

3. Entering into the proposed financing transaction will not cause the Academy to expend more than an amount equal to twenty percent (20%) of the funds to be received by the Academy annually from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., on discharging its annual obligations in connection with the lease or purchase of the Academy's land, building and other physical facilities;

4. The facilities or equipment to be acquired with the proceeds of the proposed financing transaction are replacements for existing facilities or equipment and are necessary for continued safe operation of the Academy and the achievement of its educational goals; and

5. Any other conditions deemed relevant by the CSO Director.

FERRIS STATE UNIVERSITY

CHARTER SCHOOLS OFFICE POLICY

Adopted: March 2009
Revised: January 2019

DISSOLUTION

Pursuant to the Terms and Conditions of the Contract to Charter a Public School Academy ("Contract") issued by the Ferris State University Board of Trustees ("University Board"), these Dissolution Policies ("Dissolution Policies") have been prepared and adopted by the Charter Schools Office (CSO). These Dissolution Policies now become part of the Contract and apply immediately to all Public School Academies now authorized, and prospectively to all Public School Academies hereafter authorized or re-authorized, pursuant to Contracts issued by the University Board.

A. Academy Board Obligations Relating to Termination of Contract

1. Contract Ending Notice. When given by the Director of the Charter Schools Office ("CSO Director") or the University Board, each of the following written notices to the Academy Board shall constitute a "Contract Ending Notice": (a) that the University Board will not be renewing the Contract or extending it beyond its then existing term; (b) that the University Board is exercising its right to terminate the Contract; or (c) that the University Board has revoked the Contract. A notice of termination from the Academy shall also constitute a "Contract Ending Notice" for purposes of this policy.

2. Notice to State of Michigan. Within ten (10) days of receipt of a Contract Ending Notice, the Charter Schools Office (CSO) shall give written notice to the Michigan Department of Education and the Michigan Department of Treasury of the non-renewal, non-extension, termination, or revocation of the Contract, as the case may be. Unless otherwise expressly provided in writing by the CSO Director or the University Board, the CSO shall request the Michigan Department of Education's guidance and procedures on the dissolution, liquidation and winding up of the Academy. The notice given by the CSO shall advise the Michigan Department of Education and the Michigan Department of Treasury of the Contract Ending Date. The "Contract Ending Date" is (a) the date the term of the Contract ends, if the Contract is not being renewed or extended, (b) the effective date of termination, if the Contract is being terminated, or (c) the effective date of revocation, if the Contract is being revoked. The CSO shall simultaneously send the Academy Board a copy of its notice.

3. Plan of Dissolution and Liquidation.

a. When a Contract Ending Notice is received, then, unless otherwise expressly provided in writing by the CSO Director or the University Board, at least forty-five (45)

days prior to the Contract Ending Date, the CSO Director shall submit to the Academy Board a plan of dissolution, liquidation and winding up for the Academy that is in full compliance with the Contract and all Applicable Law, regulations, rules, orders and governmental procedures.

b. The Academy shall immediately comply with the proposed plan of dissolution, liquidation and winding up provided by the CSO Director (the "Plan of Dissolution and Liquidation"). The Academy Board shall not alter the plan of dissolution, liquidation and winding up except by written permission of the CSO Director.

c. If not already in place in accordance with the Contract, the Academy shall cooperate in establishing an Academy Dissolution Administrative Account. If not so provided by existing Contract, upon receipt of a Contract Ending Notice, the University shall direct up to ten thousand dollars ($10,000) from each subsequent School Aid Fund payment, not to exceed a combined total of thirty thousand dollars ($30,000) to a separate Academy account ("Academy Dissolution Administration Account") to be used exclusively to pay the costs associated with the wind up and dissolution of the Academy, including but not limited to the expense of audits, inventory, appraisal, sale of unencumbered property, legal and other professional expenses, expenses of winding up corporate existence, the transfer of records, and the placement of students, and other administrative expenses related to dissolution. Within five (5) business days of the CSO's notice, the Academy Board Treasurer shall provide the CSO Director, in a form and manner determined by the CSO, with account detail information and authorization to direct such funds to the Academy Dissolution Administrative Account. The Academy Dissolution Administrative Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as the wind up and dissolution administrative expenses have been satisfied. If the Academy does not cooperate in establishing the Academy Dissolution Administrative Account as directed, then the CSO may proceed to segregate such funds to be held by the University and separately accounted for, to be paid on behalf of or released to the Academy for the purposes described in this Section.

4. Appointment of a Receiver. If requested to do so by the CSO Director or the University Board at any time following a Contract Ending Notice, the Academy Board shall cause the Academy to petition the appropriate Circuit Court of the State of Michigan for the appointment of a receiver to administer the dissolution, liquidation and winding up of the affairs of the Academy. To the extent necessary, the Plan of Dissolution and Liquidation shall thereafter be deemed modified to accommodate the appointment of a receiver. The CSO may, at its option, offer assistance for the Plan of Dissolution by providing services of Wind Up and Dissolution Manager at the CSO's expense.

FERRIS STATE UNIVERSITY

CHARTER SCHOOLS OFFICE POLICY

Adopted: December 2010
Revised: May 2016

NONESSENTIAL ELECTIVE COURSE

Pursuant to the Terms and Conditions of the Contract ("Contract") issued by the Ferris State University Board of Trustees ("University Board"), this Nonessential Elective Course Policy has been prepared by the Charter Schools Office (CSO). It now becomes part of the Contract and applies immediately to all academies being authorized or re-authorized pursuant to Contracts issued by the University Board, and prospectively to any existing academy that is interested in providing nonessential elective courses to pupils at a non-public school site on or after the date set forth above. Failure by the Academy Board to comply with this Policy may result in the non-issuance of a Contract, or for existing Academies, the initiation of suspension, termination or revocation proceedings under the Contract.

I. A public school academy ("Academy") that is interested in providing nonessential elective courses to pupils at a non-public school site shall submit the following documentation and information to the Ferris State University Charter Schools Office:

a. A draft copy of a Contract amendment with all attachments. See attached Contract Amendment form.

b. The name of the non-public school requesting the nonessential elective courses.

c. The name of the public school district in which the non-public school is located. (Note: In order for the Academy to provide nonessential elective courses to students at the non-public school, the Academy must be located in either (i) the same school district in which the non-public school requesting nonessential elective courses is located; or (ii) a school district that is contiguous to the school district in which the non-public school requesting nonessential elective courses is located.)

d. A copy of the non-public school's written request to the school district requesting that certain nonessential elective courses be provided.

e. A copy of the district's written response to the non-public school notifying them that the district will/will not provide certain nonessential elective courses.

f. A copy of any agreement between the Academy and non-public school relative to the provision of nonessential elective courses to students at the non-public school site.

g. A list of the nonessential elective courses being provided by the Academy to the non-public school, and the time of the day that instruction is provided at the non-public school.

h. Confirmation that the non-public school is registered with the Michigan Department of Education and meets all the necessary reporting requirements for a non-public school under applicable law.[1]

i. Confirmation that the Academy has confirmed with its insurance carrier that the nonessential elective courses being provided by the Academy to pupils at the non-public school is an activity or program covered under the Academy's existing insurance policy.

j. A written legal opinion from the Academy's legal counsel confirming that nonessential elective courses provided by the Academy to students at a non-public school (a) is not in violation of the single site requirements under section 504(1) of the Revised School Code ("Code"), MCL 380.504(1) and (b) is in compliance with section 166b of the State School Aid Act of 1979, as amended, MCL 388.1166b. If the Academy contracts with an educational service provider and nonessential elective course instruction is to be provided by educational service provider employees, then the written legal opinion shall also confirm that the Academy's provision of such services through employees of an educational service provider is permitted under applicable law.

k. A copy of any Academy waiver request submitted to the Superintendent of Public Instruction (and any response received from the Superintendent) in connection with the Academy providing nonessential elective courses to students at a non-public school.

l. A copy of the Academy Board resolution(s) approving the Contract amendment and authorizing the Academy to provide nonessential elective courses to students at the nonpublic school site.

The Contract amendment shall not take effect until it is approved by the University Board, and once so approved the Contract amendment will be in effect only for the current school year in which the nonessential elective courses are requested and offered, unless an annual written extension to a subsequent school year is issued by the CSO Director after the Academy has once again submitted the information required by Sections B through L of this Policy.

[1] Non-public schools are subject to certain reporting requirements. *See* MCL388.551 et. seq.

RESOLUTIONS

FERRIS STATE UNIVERSITY
BOARD OF TRUSTEES

FERRIS STATE UNIVERSITY
CERTIFICATE OF SECRETARY TO THE BOARD OF TRUSTEES

I, Karen K. Huisman, Secretary to the Board of Trustees of Ferris State University, a constitutional body corporate of the State of Michigan, hereby certify that the attached is a true, complete and correct copy of the Resolution duly adopted by the Board of Trustees at a formal meeting of the Board of Trustees held on **December 14, 2018,** that said formal meeting was open to the public as prescribed by Mich. Const. 1963, art. 8, sec. 4, that said formal meeting was otherwise called and conducted in accordance with applicable provisions of Michigan law and the Bylaws of the Board of Trustees of Ferris State University then in effect, and that the minutes of said formal meeting were kept and are available for public inspection.

I FURTHER CERTIFY that the following Trustees were in attendance and constituted a quorum of the Board of Trustees: **Paul E. Boyer, Gary L. Granger, Lori A. Gwizdala, Robert J. Hegbloom, Ana L. Ramirez-Saenz, Amna P. Seibold, Rupesh K. Srivastava and LaShanda R. Thomas.**

I FURTHER CERTIFY that the **motion passed unanimously** with regard to adoption of the attached Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of December, 2018.



Karen K. Huisman
Secretary to the Board of Trustees

1201 S. State Street, CSS 301
Big Rapids, MI 49307-2747

Phone: (231) 591-2505
Web: www.ferris.edu

4b.4. Creative Technologies Academy – Reauthorization

Moved by **Trustee Srivastava**, supported by **Trustee Ramirez-Saenz**, and **unanimously carried** that the Ferris State University Board of Trustees hereby approves the following Resolution, as submitted on this date:

RESOLUTION

WHEREAS, the Ferris State University Board of Trustees (the "University Board") granted conditional approval to a Resolution (the "Initial Resolution") dated May 8, 1998, for Creative Technologies Academy (the "Academy"), which conditionally authorized the execution of a contract with the Academy to charter an academy ("Original Charter Contract") and conditionally authorized the Chairperson of the University Board to execute the Original Charter Contract between the Academy and the University Board; and,

WHEREAS, on May 2, 2003 the University Board reauthorized the Academy for five years through June 30, 2008; and,

WHEREAS, on July 16, 2006 the University Board shortened the Contract to four years through June 30, 2007 to accommodate a contractual date reorganization by the Charter Schools Office; and,

WHEREAS, on March 14, 2007 the University Board reauthorized the Academy for seven years through June 30, 2014; and,

WHEREAS, on February 21, 2014 the University Board reauthorized the Academy for five years through June 30, 2019; and,

WHEREAS, the Academy is exceeding the State average in English Language Arts *Michigan State Test of Academic Performance* (M-STEP) and matching the resident district's performance; and,

WHEREAS, the Academy has exceeded or are close to exceeding the national average in student achievement on the NWEA-MAP test in both Reading and Math; and,

WHEREAS, the Academy's *Scholastic Aptitude Test* (SAT) scores are the highest of all of the Ferris State University authorized academies with as average score of 977; and,

WHEREAS, the Academy is fiscally sound with a 27% fund balance; and,

WHEREAS, the Academy was donated ten acres of real property adjacent to the Academy with future plans to build additional classroom space and gymnasium; and,

WHEREAS, the University Board desires to reauthorize the Academy pursuant to the terms of a new contract to charter an academy ("New Charter Contract") in substantially the form provided to the University Board in connection with its consideration of this reauthorization resolution (the "Reauthorization Resolution") for seven years through June 30, 2026; and,

WHEREAS, the University Board intends that the New Charter Contract shall supersede and replace the Original Charter Contract in all respects.

NOW THEREFORE BE IT RESOLVED:

1. The application for the reauthorization of Creative Technologies Academy (the "Academy") submitted to the Ferris State University Charter Schools Office (FSU CSO) for a term ending on June 30, 2026, is approved contingent upon the Academy Board approving the New Charter Contract (including without limitation the Terms and Conditions and all of the Schedules incorporated therein) and its execution, delivery and filing of the same in the name of and on behalf of the Academy.

The University Board establishes the method of selection, length of term, number of members, qualification of members, the procedure for removal of members, and other matters pertaining to the Academy's Board of Directors, as follows:

a. Method of Selection. The University Board shall prescribe the methods of appointment for members of the Academy Board. Ferris State University's Director of Charter Schools ("CSO Director") is authorized to administer the University Board's academy board selection and appointment process (including a Public School Academy Board Member Questionnaire or School of Excellence Board Member Questionnaire or Strict Discipline Academy Board Member Questionnaire, as applicable, and required background checks), as provided below:

1. The University Board shall appoint initial and subsequent members of the Academy Board of Directors by formal resolution, except as prescribed by subparagraph (4) of this subparagraph (a). The CSO Director shall recommend nominees to the University Board based upon a review of the applicable Academy Board Member Questionnaire, required background checks and each nominee's resume. Each nominee shall be available for interview by the University Board or the CSO Director. The University Board may reject any or all Academy Board nominees.

2. The Academy Board shall be provided an opportunity to nominate its subsequent members, by resolution and majority vote, except as provided herein. The Academy Board shall recommend at least one nominee for each vacancy. The Academy Board's nominees shall submit the applicable Academy Board Member Questionnaire for review by the Ferris State University Charter Schools Office ("CSO"). If the University Board elects not to appoint any of the Academy Board's nominees for a vacant position on the Academy Board or elects to make its own nomination(s), it may nominate and appoint an Academy Board member of its own

choosing for that vacant position, or it may request additional nominees from the Academy Board.

3. An individual appointed to fill a vacancy created other than by expiration of the term shall be appointed for the unexpired term of that vacant position.

4. Under exigent conditions, and with the approval of the University Board's Chair, the CSO Director may appoint a qualified individual to the Academy Board. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled formal session. The University Board reserves the right to review, rescind, modify, ratify, or approve any appointments made under the exigent conditions provision.

b. Length of Term. Each member of the Academy Board shall serve at the pleasure of the University Board. The initial terms of the members of the Academy Board shall be staggered in a manner determined by the CSO Director, but no individual member's term shall exceed a period of four (4) years. The subsequent term of each member of the Academy Board shall be for a period of four (4) years. The terms for each position shall begin on July 1st and end on June 30th of the pertinent year.

c. Number of Directors. The number of board member positions on the Academy's Board of Directors shall be seven (7). The number of board member positions shall never be fewer than five (5) nor more than seven (7), as determined from time to time by the University Board. If the Academy Board fails to attain or maintain its full membership by making appropriate and timely nominations, the University Board or the CSO Director, may deem that failure an exigent condition.

A vacancy may be left on the initial Academy Board for a parent or guardian representative to allow sufficient time for the Academy Board to interview and identify potential nominees.

d. Qualifications of Members. To be qualified to serve on the Academy Board, a person shall, among other things: (1) be a citizen of the United States; (2) be a resident of the State of Michigan; (3) submit all materials requested by the CSO including, but not limited to, the applicable Academy Board Member Questionnaire which must include authorization to process a criminal background check of the nominee; and (d) submit annually a conflicts of interest disclosure as prescribed by the CSO.

The Academy Board shall include as a member (1) at least one parent or guardian of a child attending the Academy; and (2) one professional educator, preferably a person with school administrative experience. The Academy Board shall include representation from the local community in which the Academy serves.

The members of the Academy Board shall not include (1) any member appointed or controlled by another profit or non-profit corporation; (2) Academy employees or independent contractors performing services for the Academy; (3) any current or former

director, officer, or employee of an educational management company that contracts with the Academy; and (4) Ferris State University officials or employees.

e. Oath. Before beginning his/her service, each member of the Academy Board shall take and sign the constitutional oath of office before a justice, judge, or clerk of a court, or before a notary public. The Academy shall cause a copy of such oath of office to be filed with the CSO. No appointment shall be effective prior to the taking, signing and filing of the oath of public office.

f. Removal of Members. The University Board may remove an Academy Board member with or without cause at any time by notifying the affected Academy Board member. The notice shall specify the date when the Academy Board member's service ends. Any Academy Board member may also be removed by a two-thirds (2/3) vote of the Academy Board for cause.

With the approval of the University Board Chair, the CSO Director may suspend an Academy Board member's service, if in his/her judgment the member's continued presence would constitute a risk to persons or property, or would seriously impair the operations of the Academy. Any suspension made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. The University Board reserves the right to review, rescind, modify, ratify, or approve any suspension made under this provision.

g. Tenure. Each member of the Academy Board shall hold office until such member's replacement, death, resignation, removal or until the expiration of the term, whichever occurs first.

h. Resignation. Any member of the Academy Board may resign at any time by providing written notice to the Academy or the CSO. Notice of resignation will be effective upon receipt or at a subsequent time designated in the notice. Any Academy board member who fails to attend three (3) consecutive Academy board meetings without prior notification to the Academy Board President, may, at the option of the Academy Board, the University Board, or the CSO Director, be deemed to have resigned, effective at a time designated in a written notice sent to the resigning Academy board member. A successor shall be appointed as provided by the method of selection adopted by the University Board.

i. Board Vacancies. An Academy Board vacancy shall occur because of death, resignation, removal, failure to maintain United States citizenship or residency in the State of Michigan, disqualification, enlargement of the Academy Board, or as specified in the Code.

j. Compensation. An Academy Board member shall serve as a volunteer director and without compensation for his/her services. By resolution of the Academy Board, the Academy Board members may be reimbursed for their reasonable expenses incidental to their duties as an Academy Board member.

k. Current Members of the Board of Directors. The University Board re-confirms the appointments of the following persons to their existing terms set forth below as members of the Academy's Board of Directors:

Cynthia Patin
2207 15 Mile Road, NE
Sparta, MI 49345
Term Expiration: June 30, 2020

Miranda Batshelder
4755 Egner Avenue, NE
Cedar Springs, MI 49319
Term Expiration: June 30, 2020

Michael Tawney
15373 White Creek
Cedar Springs, MI 49319
Term Expiration: June 30, 2022

Laura Ensley
5300 Dio Drive
Cedar Springs, MI 49319
Term Expiration: June 30, 2022

Melissa Armstrong
62 W. Countyline Road
Sand Lake, MI 49343
Term Expiration: June 30, 2021

Randall Faustin
11768 Ridge Water Drive
Sparta, MI 49319
Term Expiration: June 30, 2021

Shasta Gross
PO Box 66
Burnips, MI 49314
Term Expiration: June 30, 2019

2. The University Board hereby approves the New Charter Contract in substantially the form provided to the University Board in connection with its consideration of this Reauthorization Resolution, and upon being presented with the counterpart of the same that has been fully executed by a duly authorized representative of the Academy Board in its name and on its behalf, the President of the University, or his designee, is hereby authorized to execute the same in the name of and on behalf of the University Board, and the New Charter Contract shall thereupon take immediate effect and supersede and replace the Original Charter Contract in all respects.

TERMS AND CONDITIONS

TERMS AND CONDITIONS
OF CONTRACT

DATED: July 1, 2019

BETWEEN

CREATIVE TECHNOLOGIES ACADEMY
(A PUBLIC SCHOOL ACADEMY)

AND

FERRIS STATE UNIVERSITY BOARD OF TRUSTEES
(AUTHORIZING BODY)

CONFIRMING THE STATUS OF

CREATIVE TECHNOLOGIES ACADEMY

AS A

PUBLIC SCHOOL ACADEMY

TABLE OF CONTENTS

Article I Definitions

Section 1.1 Certain Definitions B-1
Section 1.2 Captions B-4
Section 1.3 Gender and Number B-4
Section 1.4 Statutory Definitions B-4
Section 1.5 Schedules B-4
Section 1.6 Application B-4
Section 1.7 Conflicting Contract Provisions B-4

Article II Relationship Between the Academy and the University Board

Section 2.1 Constitutional Status of Ferris State University B-5
Section 2.2 Independent Status of the Academy B-5
Section 2.3 Financial Obligations of the Academy are Separate from the State of Michigan, University Board and the University B-5
Section 2.4 Academy Has No Power To Obligate or Bind State of Michigan, University Board or the University B-5

Article III Role of Ferris State University Board of Trustees as Authorizing Body

Section 3.1 Method of Selection, Length of Term, Number of Directors, Qualification of Directors, Procedure for Removal of Directors, and Other Matters B-5
Section 3.2 University Board as Fiscal Agent for the Academy B-6
Section 3.3 Oversight Responsibilities of the University Board B-6
Section 3.4 Reimbursement of University Board Costs B-6
Section 3.5 University Board Approval of Condemnation B-6
Section 3.6 Authorization of Employment B-6
Section 3.7 CSO Director Review of Certain Financing Transactions Involving Pledge of State Aid B-7
Section 3.8 University Board Contract Authorization Process B-7
Section 3.9 CSO Director Review of ESP Agreement B-8
Section 3.10 Certain Other Transactions Requiring Review by the CSO Director B-10

Article IV Requirement that the Academy Act Solely as Governmental Entity

Section 4.1 Limitation on Actions in Performance of Governmental Functions B-11
Section 4.2 Other Permitted Activities B-11
Section 4.3 Academy Board Members Serve In Their Individual Capacity B-11
Section 4.4 Incompatible Public Offices and Conflicts of Interest Statutes B-11
Section 4.5 Prohibition of Identified Family Relationships B-12
Section 4.6 Dual Employment Positions Prohibited B-12
Section 4.7 Oath of Public Office B-13

Article V Corporate Structure of the Academy
Section 5.1 Nonprofit Corporation B-13
Section 5.2 Articles of Incorporation B-13
Section 5.3 Bylaws B-13

Article VI Operating Requirements
Section 6.1 Governance Structure B-13
Section 6.2 Educational Goals, Programs and Curriculum B-13
Section 6.3 Methods of Pupil Assessment B-13
Section 6.4 Application and Enrollment of Students; School Calendar and School Day Schedule B-14
Section 6.5 Age/Grade Range of Pupils Enrolled B-14
Section 6.6 Collective Bargaining Agreements B-14
Section 6.7 Accounting Standards B-14
Section 6.8 Annual Financial Audit B-14
Section 6.9 Address and Description of Physical Plant; Process for Expanding Academy's Site Operations B-14
Section 6.10 Contributions and Fund Raising B-15
Section 6.11 Disqualified Organizational or Contractual Affiliations B-15
Section 6.12 Reporting Student Performance Levels B-15
Section 6.13 Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Contractual Educational Goals B-15
Section 6.14 Matriculation Agreements B-16
Section 6.15 Posting of Accreditation Status B-16
Section 6.16 New Public School Academies Located Within the Boundaries of a Community District B-16

Article VII Tuition Prohibited
Section 7.1 Tuition Prohibited; Fees and Expenses B-16

Article VIII Compliance with Applicable Laws
Section 8.1 Compliance with Applicable Law B-16

Article IX Amendment
Section 9.1 Amendments B-17
Section 9.2 Process for Amendment Initiated by the Academy B-17
Section 9.3 Process the Amendment Initiated by the University Board B-17
Section 9.4 Final Approval of Amendments B-17
Section 9.5 Change in Existing Law B-17
Section 9.6 Partnership Agreement B-17
Section 9.7 Emergency Action on Behalf of University Board B-18

Article X Termination, Suspension and Revocation

Section 10.1 Grounds and Procedures for Academy Termination of Contract B-18
Section 10.2 Automatic Amendment of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination B-18
Section 10.3 Grounds and Procedures for University Termination of Contract B-19
Section 10.4 Statutory Grounds for Revocation B-19
Section 10.5 Other Grounds for University Board Revocation B-20
Section 10.6 University Board Procedures for Revoking Contract B-20
Section 10.7 Contract Suspension B-23
Section 10.8 Venue; Jurisdiction B-24
Section 10.9 Material Breach of Contract B-24
Section 10.10 Conservator; Appointment by University President B-24
Section 10.11 State Board of Education Revocation Procedures B-25
Section 10.12 Emergency Action on Behalf of University Board B-25
Section 10.13 Academy Dissolution Account B-26

Article XI Provisions Relating to Public School Academies

Section 11.1 Employment Qualifications for Classroom Teachers B-26
Section 11.2 Criminal Background and History Checks; Disclosure of Unprofessional Conduct B-26
Section 11.3 The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan B-26
Section 11.4 Security Procedures B-27
Section 11.5 Student Conduct and Discipline B-28
Section 11.6 Professional Development of the Academy Faculty B-28
Section 11.7 Special Education B-28
Section 11.8 Americans With Disabilities Act B-28
Section 11.9 Insurance B-28
Section 11.10 Transportation B-29
Section 11.11 Intramural and Interscholastic Sports B-29
Section 11.12 Teacher Tenure B-29
Section 11.13 Library Services B-29
Section 11.14 Use of Information Technologies B-29
Section 11.15 Cooperation with Other Educational Organizations, Libraries and Museums B-29
Section 11.16 Accreditation B-29
Section 11.17 Role of Parents and Guardians B-29
Section 11.18 School and Community Relations B-29
Section 11.19 Deposit of Public Funds by the Academy B-29
Section 11.20 Equal Opportunity Policies B-29
Section 11.21 Legal Liabilities and Covenant Against Suit B-30
Section 11.22 Non-Endorsement B-30
Section 11.23 Lease or Deed for Proposed Single Site B-30

Section 11.24 Occupancy and Safety Certificates B-30
Section 11.25 Management Agreements B-31
Section 11.26 Environmental Matters B-31
Section 11.27 Information Available to the Public; Information to be Provided by the Academy B-33
Section 11.28 Limitations on Expenditures for Lease, Purchase, or Debt Service for Facilities B-33
Section 11.29 Incompatible Public Offices and Conflicts of Interest Statutes B-33
Section 11.30 Prohibition of Identified Family Relationships B-34
Section 11.31 Dual Employment Positions Prohibited B-34

Article XII General Terms

Section 12.1 Notices B-34
Section 12.2 Severability B-35
Section 12.3 Successors and Assigns B-35
Section 12.4 Entire Contract B-35
Section 12.5 Assignment B-35
Section 12.6 Non-Waiver B-35
Section 12.7 Governing Law B-35
Section 12.8 Counterparts B-35
Section 12.9 Term of Contract B-36
Section 12.10 Indemnification of University B-36
Section 12.11 Construction B-36
Section 12.12 Force Majeure B-36
Section 12.13 No Third Party Rights B-36
Section 12.14 Non-Agency B-36
Section 12.15 University Board and CSO Policies Shall Apply B-36
Section 12.16 Survival of Provision B-36
Section 12.17 Termination of Responsibilities B-37
Section 12.18 Information Available to the Public B-37
Section 12.19 Disposition of Academy Assets Upon Termination or Revocation of Contract B-37
Section 12.20 Student Privacy B-37
Section 12.21 Disclosure of Information to Parents and Legal Guardians B-38
Section 12.22 List of Uses for Student Directory Information; Opt-Out Form; Notice to Student's Parent or Legal Guardian B-39
Section 12.23 Partnership Agreement B-39
Section 12.24 Statewide Safety Information Policy B-40
Section 12.25 Criminal Incident Reporting Obligation B-40
Section 12.26 Academy Emergency Operations Plan B-40
Section 12.27 School Safety Liaison B-40
Section 12.28 New Building Construction or Renovations B-40
Section 12.29 Annual Expulsion Report and Website Report on Criminal Incidents B-41

WHEREAS, the People of Michigan through their Constitution have provided that schools and the means of education shall forever be encouraged and have authorized the Legislature to maintain and support a system of free public elementary and secondary schools; and

WHEREAS, all public schools are subject to the leadership and general supervision of the State Board of Education; and

WHEREAS, the Legislature has authorized a form of public school designated a "public school academy" to be created to serve the educational needs of pupils and has provided that pupils attending these schools shall be eligible for support from the State School Aid Fund; and

WHEREAS, the Legislature has delegated to the governing boards of state public universities, community college boards, intermediate school district boards and local school district boards, or such agencies acting jointly, the responsibility for authorizing the establishment of public school academies; and

WHEREAS, The University Board has considered the Application for the re-authorization of CREATIVE TECHNOLOGIES ACADEMY (the "Academy"), considered the academic progress of students attending the Academy and its fiscal operation and has approved the re-authorization of the Academy's operation under this replacement Contract, which shall supersede the original contract (as amended) under which the Academy was established;

NOW, THEREFORE, pursuant to the Code the University Board re-authorizes the Academy pursuant to the terms and conditions of this Contract under which certain rights, franchises, privileges, and obligations of a public school academy are conferred upon the Academy and the status of the Academy as a public school academy in this state is confirmed. The parties agree that the granting of this Contract is subject to the following terms and conditions:

ARTICLE I

DEFINITIONS

Section 1.1 Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever initially capitalized, shall have the meaning set forth in this section:

(a) "Academy" means the Michigan non-profit corporation named CREATIVE TECHNOLOGIES ACADEMY which is re-authorized as a public school academy pursuant to this Contract.

(b) "Academy Board" means the Board of Directors of CREATIVE TECHNOLOGIES ACADEMY.

(c) "Applicable Law" means all state and federal law applicable to public school academies.

(d) "Application" means the most recent public school academy application or amended application and supporting documentation submitted to the University for the establishment or for the re-authorization of the Academy.

(e) "Charter Schools Director" or "CSO Director" means the person designated at the University to administer the operations of the Charter Schools Office.

(f) "Charter Schools Office" or "CSO" means the office designated by the University Board as the initial point of contact for public school academy applicants and public school academies authorized by the University Board. The Charter Schools Office is also the University Board's designee for the purpose of administering the University Board's responsibilities under the Contract. The CSO has authority to interpret the Resolution and the Policies on behalf of the University Board.

(g) "Code" means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 *et seq*. of the Michigan Compiled Laws (MCL).

(h) "Conservator" means an individual appointed by the University President in accordance with Section 10.10 of these Terms and Conditions.

(i) "Contract" means, in addition to the definition set forth in the Code, these Terms and Conditions, the Resolution, the Schedules, and the Application.

(j) "Director" means a person who is a member of the Academy Board of Directors.

(k) "Educational Service Provider" or "ESP" means an educational management organization as defined under Section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the CSO Director for review as provided in Section 3.9 and has not been disapproved by the CSO Director, and is consistent with the CSO Educational Service Provider Policies, as they may be amended, and Applicable Law.

(l) "Educational Service Provider Policies" or "ESP Policies" means those policies adopted by the Charter Schools Director that apply to a Management Agreement. The Charter Schools Director may, at any time and at his or her sole discretion, amend the ESP Policies. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

(m) "Fund Balance Deficit" means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing by the Academy or a monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balancer Deficit.

(n) "Lease Policies" means those policies adopted by the Charter Schools Director that apply to real property lease agreements entered into by the Academy. The Charter Schools Director may, at any time at his or her sole discretion, amend the Lease Policies. Upon amendment, changes to the Lease Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

(o) "Management Agreement" or "ESP Agreement" means a management agreement as defined under Section 503c of the Code, MCL 380.503c that has been entered into between an ESP and the Academy Board for operation or management of the Academy, which has been submitted to the CSO Director for review as provided in Section 3.9 and has not been disapproved by the CSO Director, and is consistent with the CSO Educational Service Provider Policies, as they may be amended, and Applicable Law.

(p) "Master Calendar" or "MCRR" means the Master Calendar of Reporting Requirements developed and administered by the Charter Schools Office setting forth a reporting time line for certain financial, administrative, facility, Academy Board and educational information relating to the Academy. The Charter Schools Director may, at any time and at his or her sole discretion, amend the Master Calendar. Upon amendment, changes to the Master Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

(q) "President" means the President of Ferris State University or his or her designee.

(r) "Resolution" means the authorization or re-authorization Resolution adopted by the Ferris State University Board of Trustees on December 14, 2018, establishing the method of selection, length of term, number of Directors, qualification of Directors, the procedure for removal of Directors and the names of the initial Directors under this Contract.

(s) "Schedules" means the following Contract Documents of the Academy: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description, Schedule 7: Required Information for Public School Academy, and Schedule 8: Information Available to the Public.

(t) "State Board" means the State Board of Education, established pursuant to Article 8, Section 3 of the 1963 Michigan Constitution and MCL 388.1001 *et seq*.

(u) "State School Reform/Redesign Office" means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02, codified at MCL 18.445, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.

(v) "Superintendent" means the Michigan Superintendent of Public Instruction.

(w) "Terms and Conditions" means this document entitled "Terms And Conditions Of Contract, Dated July 1, 2019, Between CREATIVE TECHNOLOGIES ACADEMY (A Public

School Academy) And Ferris State University Board of Trustees Confirming The Status Of CREATIVE TECHNOLOGIES ACADEMY As A Public School Academy."

(x) "University" or "FSU" means Ferris State University established pursuant to Article 8, Sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.801 *et seq*.

(y) "University Board" means the Ferris State University Board of Trustees.

(z) "University Board Chairperson" means the Chairperson of the Ferris State University Board of Trustees or his or her designee.

(aa) "University Charter Schools Hearing Panel" or "Hearing Panel" means such persons as designated by the President.

Section 1.2 Captions. The captions and headings used in this Contract are for convenience only and shall not be used in construing the provisions of this Contract.

Section 1.3 Gender and Number. The use of any gender in this Contract shall be deemed to be or include the other genders, including neuter, and the use of the singular shall be deemed to include the plural (and vice versa) wherever applicable.

Section 1.4 Statutory Definitions. Statutory terms defined in Part 6A of the Code shall have the same meaning in this Contract.

Section 1.5 Schedules. All schedules to this Contract are incorporated into, and made part of, this Contract.

Section 1.6 Application. The Application and supporting documentation are incorporated into, and made part of, this Contract.

Section 1.7 Conflicting Contract Provisions. In the event that there is a conflict between language contained in the provisions of this Contract, the Contract shall be interpreted as follows:

(i) the Resolution shall control over any other conflicting language in the Contract;

(ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Resolution;

(iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Resolution and the Authorizing Resolution;

(iv) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Resolution, Authorizing Resolution and these Terms and Conditions.

ARTICLE II

RELATIONSHIP BETWEEN THE ACADEMY AND THE UNIVERSITY BOARD

Section 2.1 Constitutional Status of Ferris State University. Ferris State University is a constitutionally established body corporate operating as a state public university. In approving this Contract, the University Board voluntarily exercises additional powers given to the University Board under the Code. Nothing in this Contract shall be deemed to be any waiver of the University Board's constitutional autonomy and powers and the Academy shall not be deemed to be a part of Ferris State University. If applicable, the University Board has provided to the Michigan Department of Education (MDE) the accreditation notice required under Section 502 of the Code, MCL 380.502.

Section 2.2 Independent Status of the Academy. The Academy is a body corporate and governmental entity authorized by the Code. It is organized and shall operate as a public school academy and a nonprofit corporation. It is not a division or part of Ferris State University, and the Academy is not empowered to act on behalf of Ferris State University or the University Board with respect to any matter whatsoever. The relationship between the Academy and the University Board is based solely on the applicable provisions of the Code and the terms of this Contract or other formal written agreements between the University Board and the Academy.

Section 2.3 Financial Obligations of the Academy are Separate from the State of Michigan, University Board and the University. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the University Board, or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be pledged for the payment of any Academy contract, mortgage, loan or other instrument of indebtedness.

Section 2.4 Academy Has No Power To Obligate or Bind State of Michigan, University Board or the University. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially or otherwise obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy.

ARTICLE III

ROLE OF FERRIS STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY

Section 3.1 Method of Selection, Length of Term, Number of Directors, Qualification of Directors, Procedure for Removal of Directors, and Other Matters. The University Board has adopted a Resolution providing for the method of selection, length of term, number of members, qualification of members, the procedure for removal of members, other matters pertaining to

Directors and the names of the current Directors under this Contract. The Resolution is hereby incorporated into this Contract and made a part hereof. The University Board may, from time to time, amend the Resolution changing the method of selection, length of term, number of Directors, qualification of Directors, the procedure for removal of Directors and other matters pertaining to Directors. Any subsequent resolution of the University Board changing the Resolution shall be deemed incorporated into this Contract as an amendment, with like effect as though it had been approved by the Academy Board and by the University Board under Section 9.4 of Article IX hereof.

Section 3.2 University Board as Fiscal Agent for the Academy. The University Board is of receipt the fiscal agent for the Academy. As fiscal agent, 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, or for any expenditure approved by or on behalf of the Academy Board. Except as provided in the Oversight Agreement and Article X of these Terms and Conditions, the University Board shall promptly, within ten (10) days of receipt, forward to the Academy all state school aid funds or other public or private funds received by the University Board for the benefit of the Academy. The responsibilities of the University Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 3.

Section 3.3 Oversight Responsibilities of the University Board. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The responsibilities of the Academy and the University Board are set forth in the Oversight Agreement incorporated herein as Schedule 4.

Section 3.4 Reimbursement of University Board Costs. The Academy shall pay the University Board an administrative fee to reimburse the University Board for the cost of its executing its oversight responsibilities. The terms and conditions of the administrative fee are set forth in Schedule 4.

Section 3.5 University Board Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to the Uniform Condemnation Procedures Act, or other applicable statutes, it shall obtain express written permission for such acquisition from the University Board. The Academy shall submit a written request to the CSO Director describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. The CSO Director will generate a recommendation for consideration by the University Board with regard to the proposed acquisition. The request and the CSO Director's recommendation will be submitted by the CSO Director for the University Board's consideration in accordance with the University Board's generally applicable timelines and policies for the agendas of regularly-scheduled University Board committee meetings and formal sessions of the University Board. No acquisition may be made until the approval of the University Board is obtained by resolution adopted at a formal session of the University Board.

Section 3.6 Authorization of Employment. The University Board authorizes the Academy to employ or contract directly with personnel according to the position information outlined in Schedule 5. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. With respect to Academy

employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. The Academy Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees. The Academy may contract with an Educational Service Provider to provide persons to perform work at the Academy so long as (a) the agreement complies with the requirements of Section 3.9 of these Terms and Conditions; (b) the Academy has first complied with the Charter Schools Office Educational Service Provider Policies, if any, as then in effect; and (c) the CSO Director has not disapproved the agreement. A copy of the agreement between the Academy and the Educational Service Provider (ESP) shall be made available by the authorizer. ESP job descriptions are included as a part of Schedule 5 of the charter contract.

Section 3.7 CSO Director Review of Certain Financing Transactions Involving Pledge of State Aid. If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of facilities or equipment, in excess of $150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 *et seq.*, or (ii) direct that a portion of its State School Aid Payments be forwarded by the University acting as fiscal agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit the transaction for prior review by the CSO Director, as designee of the University Board, in the manner provided herein. The Academy shall, not later than thirty (30) days prior to the proposed closing date of the transaction, submit a written request to the CSO Director describing the proposed transaction and the facilities or equipment to be acquired with the proceeds thereof (if any), and in the case of a transaction described in subparagraph (ii) of this Section, (a) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; (b) a copy of a State School Aid Payment Agreement and Direction document that is in a form acceptable to the CSO Director; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the University Charter Schools Office may request. Unless the CSO Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the CSO Director shall notify the Academy if the proposed transaction is disapproved (the CSO Director may disapprove the proposed transaction in his or her sole discretion). If no response is made during that period, this transaction shall be considered not to have been disapproved. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into that is disapproved by the CSO Director. By not disapproving a proposed transaction, the CSO Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

Section 3.8 University Board Contract Authorization Process.

(a) Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract Term without any further action of either the Academy or the University Board.

(b) An Academy seeking a renewal of its Contract shall make a formal request to the Charter Schools Office prior to the end of the current Contract term through the Reauthorization Application. Reauthorization packets are sent to academies and Boards of Directors in the beginning of the final contractual academic year. The Charter Schools Office shall provide to the Academy a description of the timeline and process by which the Academy may be considered for issuance of a new contract. The timeline and process for consideration of whether to issue a new contract to the Academy shall be solely determined by the University Board. The standards for the issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board as the most important factor of whether to issue or not issue a new contract. The University Board, at its own discretion, may change its timeline and process for issuance of a new contract at any time, and any such changes shall take effect automatically without the need for any amendment to the Contract. Consistent with the Code, the University Board may elect, at its sole discretion, not to consider the issuance of a contract, consider extending the contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

(c) A "reauthorization" shall generally consist of a contractual renewal period of three (3) or more years as granted by the University Board. In lieu of reauthorization, the granting of a contractual extension of a period of generally three (3) years or less will be utilized in those situations in which there is not as great a degree of confidence in the performance of the Academy as in the case of a reauthorization. Appropriate conditions may be placed upon an extension of contract to achieve improvement and performance.

(d) The decision to recommend reauthorization or contract extension to the FSU Board of Trustees shall be determined solely by the CSO Director. Such decisions shall be made in consultation with appropriate CSO staff, visitation reports, and other relevant data for the contractual period or extension period. Academic achievement for all groups of pupils as measured by assessments and other objective criteria shall be the most important factor in the decision whether to reauthorize or extend a contract.

Section 3.9 CSO Director Review of ESP Agreement.

(a) The Academy may enter into an ESP Agreement with an Educational Service Provider to contract out its administrative, educational, management, and/or instructional functions and personnel. For purposes of this Contract, an employee leasing agreement shall be considered an ESP Agreement, and an employee leasing company shall be considered an ESP. The ESP policies of the CSO are incorporated into and deemed part of this Contract. The CSO may, from time to time during the term of this Contract, amend the ESP policies and the amended policies shall apply to the Academy in accordance with Section 12.16 of the Contract, without any amendment under Article IX of this Contract. If the Academy proposes to enter into a new or renewal ESP Agreement, or to extend the term of an existing ESP Agreement, the Academy shall, not later than thirty (30) days prior to the proposed date of execution thereof, submit the proposed ESP Agreement and a detailed description of the means by which the Educational Service Provider will be held accountable to the Academy Board for the day-to-day performance of the Educational Service Provider's obligations under the ESP Agreement for review by the CSO Director. Unless the CSO Director extends the review period, within thirty (30) days of receiving a copy of a proposed agreement and detailed description in compliance with this Section, the CSO Director

shall notify the Academy if the proposed ESP Agreement is disapproved (the CSO Director may disapprove the proposed ESP Agreement if the ESP Agreement is contrary to this Contract or Applicable Law). If no response is made during that period, the Agreement shall be considered not have been disapproved. If the proposed ESP Agreement is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and/or the Educational Service Provider, would cause such disapproval to be deemed withdrawn. No ESP Agreement may be entered into that is disapproved by the CSO Director. By not disapproving a proposed ESP Agreement, the CSO Director is in no way giving approval of the proposed ESP Agreement, or any of the terms or conditions thereof. Any subsequent amendment to an ESP Agreement shall be submitted for review by the CSO Director in the same form and manner as a new ESP Agreement.

(b) An ESP Agreement:

(i) may not contain a non-competition, no-hire, or similar provision prohibiting or restricting the Academy from hiring instructional staff that perform work at the Academy;

(ii) shall contain a representation and warranty by the Educational Service Provider to the Academy that no non-competition, no-hire, or similar provisions are included in the Educational Service Provider's employment contracts or other agreements with instructional staff that perform work at the Academy, nor will any such provisions be included in any such contracts or agreements for the duration of the ESP Agreement;

(iii) shall contain a provision requiring the Educational Service Provider to make information concerning the operation and management of the Academy, including without limitation but not limited to the information described in Schedule 8, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under the Contract;

(iv) shall not be for a term extending beyond the term of the Contract;

(v) shall not contain terms inconsistent with the CSO's Educational Service Provider Policies, if any, in effect at the time that the ESP Agreement is entered into, renewed or extended; and

(vi) shall contain the following provisions:

"Indemnification of Ferris State University. The parties acknowledge and agree that the Ferris State University Board of Trustees, Ferris State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Ferris State University, Ferris State University Board of Trustees and its members, and their respective officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole

negligence of Ferris State University, which arise out of or are in any manner connected with Ferris State University Board of Trustees' approval of the Academy's application, Ferris State University Board of Trustees' consideration of or issuance of a Contract, the Academy Board's or the Educational Service Provider's preparation for and operation of the Academy, or which are incurred as a result of the reliance by Ferris State University, Ferris State University Board of Trustees or its members, or their respective officers, employees, agents or representatives, upon information supplied by the Academy Board or the Educational Service Provider, or which arise out of the failure of the Academy Board or the Education Service Provider to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that Ferris State University, Ferris State University Board of Trustees and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against either party to enforce its rights as set forth in this Agreement."

"Agreement Coterminous with Academy's Contract; Reconstitution. If:

(i) the Academy's Contract issued by the Ferris State University Board of Trustees is suspended, revoked or terminated; or

(ii) the charter contract is not reauthorized or extended to the Academy after expiration of the Contract;

(iii) termination of the ESP Agreement is required by the University in connection with reconstitution of the Academy;"

"Compliance with Academy's Contract. The Educational Service Provider agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by Ferris State University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement."

"Compliance with Section 503c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under Section 18(2) of the State School Aid Act of 1979, MCL 380.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in Section 503c of the Code, MCL 380.503c, shall have the same meaning in this agreement."

Section 3.10 Certain Other Transactions Requiring Review by the CSO Director. If the Academy desires to enter into a purchase agreement, multi-year lease, or transaction requiring bid documents with respect to (i) the Academy's facilities described in Schedule 6, or (ii) capital assets valued in excess of $150,000, the Academy shall, not later than thirty (30) days prior to the proposed date of execution of the proposed agreement, lease or bid documents (as applicable),

submit the same for review and comment by the University Charter Schools Office. Unless the CSO Director extends the review period, within thirty (30) days of receiving a copy of a proposed agreement, the CSO Director shall notify the Academy if the proposed agreement is disapproved (the CSO Director may disapprove the proposed agreement in his or her sole discretion). If no response is made during that period, the transaction shall be considered not to have been disapproved. If the proposed agreement is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and/or other party to the agreement, would cause such disapproval to be deemed withdrawn. No agreement described in this Section may be entered into that is disapproved by the CSO Director.

ARTICLE IV

REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY

Section 4.1 Limitation on Actions in Performance of Governmental Functions. The Academy shall act exclusively as a governmental agency and shall not undertake any action inconsistent with its status as a body corporate authorized to receive state school aid funds pursuant to Section 11 of Article IX of the State Constitution of 1963.

Section 4.2 Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. With the exception of agreements that require prior submittal to the CSO Director or the University Board (or its designee) for review and which have either (a) not been submitted for review, or (b) been submitted for review and disapproved, the Academy may enter into agreements with other public schools, public school academies, schools of excellence, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

Section 4.3 Academy Board Members Serve In Their Individual Capacity. All Directors of the Academy Board shall serve in their individual capacity, and not as a representative or designee of any other person or entity. A person who does not serve in their individual capacity, or who serves as a representative or designee of another person or entity, shall be deemed ineligible to continue to serve as a Director of the Academy Board. A Director who violates this Section shall be removed from office, in accordance with the removal provisions found in the Contract.

Section 4.4 Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, being MCL 15.181 *et seq.* of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities statute, being MCL 15.321 *et seq.* of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited conflicts of interest for purposes of this Contract:

(a) An individual simultaneously serving as an Academy Board member and as an owner, officer, director, employee or consultant of or independent contractor to an Educational

Service Provider or an employee leasing company, or a subcontractor to an Educational Service Provider or any employee leasing company that has an ESP 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;

(e) An individual simultaneously serving as an Academy Board member and a University official, employee, or paid consultant, as a representative of the University.

(f) An individual simultaneously serving as an Academy Board member and having an ownership or financial interest in any school building leased or subleased to the Academy.

Section 4.5 Prohibition of Identified Family Relationships. The Academy Board shall prohibit specifically identified family relationships pursuant to Applicable Law and the Terms and Conditions of this Contract. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:

(a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:

(i) is employed by the Academy;

(ii) works at or is assigned to the Academy;

(iii) has an ownership, officer, policymaking, managerial, administrative non-clerical, or other significant role with the Academy's ESP or employee leasing company;

(iv) has an ownership or financial interest in any school building lease or sublease agreement with the Academy.

(b) The Academy Board shall require each individual who works at the Academy to annually disclose any familial relationship with any other individual who works at, or provides services to, the Academy. For purposes of this sub-Section, familial relationship means a person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner.

Section 4.6 Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 4.7 Oath of Public Office. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take, sign and file the constitutional oath of office with the Charter Schools Office.

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1 Nonprofit Corporation. The Academy shall be organized and operate as a nonprofit corporation organized under the Michigan Nonprofit Corporation Act, Act No. 162 of the Public Acts of 1982, MCL 450.2101 *et seq*. Notwithstanding any provision of the Michigan Nonprofit Corporation Act, as amended, the Academy shall not take any action inconsistent with the provisions of the Code or other Applicable Law.

Section 5.2 Articles of Incorporation. The Articles of Incorporation of the Academy, as set forth in Schedule 1, shall be the Articles of Incorporation of the Academy. The Restated Articles of Incorporation shall automatically be incorporated into this Contract. Any subsequent amendments to the Academy's Articles of Incorporation shall only be incorporated into this Contract pursuant to Article IX of these Terms and Conditions.

Section 5.3 Bylaws. The Bylaws of the Academy, as set forth in Schedule 2, shall be the Bylaws of the Academy. Upon Academy Board approval, the Amended Bylaws shall automatically be incorporated into this Contract. Any subsequent amendments to the Academy's Bylaws shall only be incorporated into this Contract pursuant to Article IX of these Terms and Conditions.

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1 Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the Governance Structure as set forth in Schedule 2. The Academy shall have four officers: president, vice president, secretary and treasurer. The officer positions shall be filled by persons who are also members of the Academy Board. A description of their duties is included in Schedule 2.

Section 6.2 Educational Goals, Programs and Curriculum. The Academy shall pursue the educational goals, deliver the educational programs and implement and follow the curriculum identified in Schedule 7. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils.

Section 6.3 Methods of Pupil Assessment. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 7. To the extent applicable, the pupil performance of the Academy shall be assessed using all State required tests or as may be required by the CSO under Applicable Law. The Academy shall also annually administer a nationally-normed test to each grade or grouping level, except that the CSO Director may exempt grades K-1 from this requirement at his or her discretion. The Academy shall provide the CSO with copies of reports, assessments and test results concerning the following:

(a) Educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the CSO; and

(b) An annual education report in accordance with the Code.

Section 6.4 Application and Enrollment of Students; School Calendar and School Day Schedule. The Academy shall comply with the application and enrollment policies, school calendar and school day schedule identified in Schedule 7. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the CSO that demonstrates the following:

(a) The Academy has made a reasonable effort to advertise its enrollment efforts to all pupils; and

(b) The Academy's open enrollment period was for a duration of at least two (2) weeks and permitted the enrollment of pupils by parents at times in the evening and on weekends.

Section 6.5 Age/Grade Range of Pupils Enrolled. The Academy is authorized to serve students in the age/grade range specified in Schedule 7.

Section 6.6 Collective Bargaining Agreements. Collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 6.7 Accounting Standards. 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, and applicable State Board of Education and Department of Education rules.

Section 6.8 Annual Financial Audit. The Academy shall conduct an annual financial statement audit prepared and reviewed by an independent (with respect to both the Academy and its ESP, if any) certified public accountant with public school auditing experience. By November 1 of each year, the Academy shall submit one (1) copy of the annual financial statement audit and auditor's management letters to the University Charter Schools Office.

Section 6.9 Address and Description of Physical Plant; Process for Expanding Academy's Site Operations. The address and description of the physical plant for the Academy is set forth in Schedule 6. With the approval of the University Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 6 are under the direction and control of the Academy Board.

The University Board's process for evaluating and approving the same configuration of age or grade levels at more than one (1) site is as follows:

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the CSO a contract amendment, in a form and manner determined by the CSO. The contract amendment shall include all information requested by the CSO, including detailed information

about the site, the Academy's proposed operations at the site and the information provided in Contract Schedules 5, 6 and 7. Upon receipt of a complete contract amendment, the CSO Director shall review the contract amendment and make a recommendation to the University Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the CSO Director of the contract amendment shall include a determination by the CSO Director that the Academy is operating in compliance with the Contract and is making measureable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request contract amendment following submission by the CSO Director of a positive recommendation. If the University Board approves the Academy Board's site expansion request contract amendment, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The University Board reserves the right to modify, reject or approve any site expansion request contract amendment in its sole and absolute discretion.

Section 6.10 Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of Ferris State University.

Section 6.11 Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

Section 6.12 Reporting Student Performance Levels. The Academy shall provide the CSO with full access to the State of Michigan secured student performance data site. Unless otherwise directed by the CSO, the Academy shall furnish the CSO Director with:

(a) An assessment of student performances at the end of academic periods or at such other times as the CSO deems appropriate; and

(b) An objective evaluation of student performances and the Academy's operations and procedures, not less frequently than at three (3) year intervals or at such other times as the CSO Director may otherwise request. The evaluation shall be done by a visitation team selected by the CSO. The visitation team shall include members of the CSO staff, and may include outside evaluators selected by the CSO in its sole discretion. All expenses of the visitation team shall be borne by the CSO. The methodology to be used for the evaluation shall be shared with the Academy Board of Directors prior to the evaluation visit. The visitation team shall compile a comprehensive report for presentation to the Academy Board and posted on the CSO website. Such evaluation report may constitute grounds for the University Board to continue, suspend, terminate or revoke the Contract, or not issue a new Contract at the end of the term of the Contract, or reconstitution of the Academy according to Applicable Law.

Section 6.13 Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Contractual Educational Goals. The Academy shall perform the compliance

certification duties required by the University Board and outlined in the Oversight Agreement set forth as Schedule 4. In addition to the University Board's oversight responsibilities and other reporting requirements set forth in this Contract, the Academy's compliance certification duties shall serve as the method for monitoring the Academy's compliance with Applicable Law and its performance in meeting its educational goals.

Section 6.14 Matriculation Agreements. Matriculation agreements shall be subject to the requirements and approval procedures in Schedule 7e. Until the matriculation agreement is reviewed and not disapproved, the Academy is prohibited from granting an enrollment priority to any student pursuant to the matriculation agreement.

Section 6.15 Posting of Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the accreditation status of each school as required by the Code.

Section 6.16 New Public School Academies Located Within the Boundaries of a Community District. If the Academy is a new public school academy and either of the circumstances listed below in (a) or (b) apply to the Academy's proposed site(s), the Academy represents to the University Board, intending that the University Board rely on such representation as a precondition to issuing this Contract, that the Academy has a substantially different governance, leadership and curriculum than the public school previously operating at the site(s):

(a) The Academy's proposed site is the same location as a public school that (i) is currently on the list under Section 1280c(1), MCL 380.1280c(1), or Section 1280g(3), MCL 380.1280g(3), as applicable; or (ii) has been on the list under MCL 380.1280c(1) or MCL 380.1280g(3), as applicable, during the immediately preceding three (3) years.

(b) The Academy's proposed site is the same location of another public school academy, urban high school academy, school of excellence or strict discipline academy whose contract was revoked or terminated by an authorizing body under the applicable part or section of the Code.

ARTICLE VII

TUITION PROHIBITED

Section 7.1 Tuition Prohibited; Fees and Expenses. The Academy shall not charge tuition. The Academy may impose fees and require payment of expenses for activities of the Academy where such fees and payments are not prohibited by law.

ARTICLE VIII

COMPLIANCE WITH APPLICABLE LAWS

Section 8.1 Compliance with Applicable Law. The Academy shall comply with all applicable state and federal laws, including, but not limited to, to the extent applicable, the Code, the State School Aid Act of 1979, the Open Meetings Act, The Freedom of Information Act ("FOIA"), the Public Employees Relation Act, the Uniform Budgeting and Accounting Act, the

Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, the Michigan Handicappers' Civil Rights Act, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC and 12101 *et seq.* or any successor law. Additionally, the Academy shall comply with other state and federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state or federal to the Academy.

ARTICLE IX

AMENDMENT

Section 9.1 Amendments. The University Board and the Academy acknowledge that the operation and administration of a public school academy and the improvement of educational outcomes over time will require appropriate amendment of this Contract. In order to assure a proper balance between the need for independent development of the Academy and the statutory responsibilities of the University Board as an authorizing body, the parties have established a flexible process for amending this Contract.

Section 9.2 Process for Amendment Initiated by the Academy. The Academy, by a majority vote of its Board of Directors, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The proposal will be made to the University Board through the CSO Director. The University Board shall review, consider and vote upon all changes and amendments to this Contract that are proposed by the Academy.

Section 9.3 Process for Amendment Initiated by the University Board. The University Board, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The Academy Board may delegate to an officer of the Academy the review and negotiation of changes or amendments to this Contract. The Contract shall be amended as requested by the University Board upon a majority vote of the Academy Board.

Section 9.4 Final Approval of Amendments. Amendments to this Contract take effect only after they have been approved by the Academy Board and by the University Board.

Section 9.5 Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law which alters or amends the responsibilities and obligations of either the Academy Board or the University Board, this Contract shall be deemed altered or amended to reflect the change in existing law as of the effective date of such change without action by either party; however, the University Board, acting through the CSO, may provide written notice of the change to the Academy. To the extent possible, the responsibilities and obligations of the Academy Board and the University Board shall conform to and be carried out in accordance with the change in Applicable Law.

Section 9.6 Partnership Agreement. If an Academy site is on the list of lowest performing schools prepared by the Michigan Department of Education (MDE), and the Superintendent proposes a Partnership Agreement with the Academy, the Academy shall work with the CSO to finalize an agreement that is acceptable to the MDE, the Academy and the CSO.

The Partnership Agreement shall be incorporated into this Contract by amendment pursuant to Article IX of these Terms and Conditions and shall be included as a Schedule. The CSO shall propose to the University Board any amendments to this Contract that are needed to ensure the Partnership Agreement is consistent with this Contract.

Section 9.7 Emergency Action on Behalf of University Board. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation that arises between meetings of the University Board. An emergency situation shall be deemed to occur if the University President, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the University Board. Upon the determination that an emergency situation exists, the University President may temporarily take action on behalf of the University Board with regard to the Academy or the Contract, so long as such action is in the best interest of the University Board and the University President consults with the University Board Chairperson prior to taking the intended actions. When acting during an emergency situation, the University President shall have the authority to act on behalf of the University Board, and such emergency action shall only be effective in the interim before the earlier of (a) rejection of the emergency action by the Chairperson of the University Board; or (b) the next meeting of the University Board. The University President shall immediately report such action to the University Board Chairperson for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the University Board, becomes permanent.

ARTICLE X

TERMINATION, SUSPENSION AND REVOCATION

Section 10.1 Grounds and Procedures for Academy Termination of Contract. The Academy Board, by majority vote of its Directors, may, at any time and for any reason, request termination of this Contract. The Academy Board's request for termination shall be made to the Charter Schools Director not less than six (6) calendar months in advance of the Academy's proposed effective date of termination. Upon receipt of an Academy request for termination, the Charter Schools Director shall present the Academy Board's request for termination to the University Board. A copy of the Academy Board's resolution approving of the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the Academy Board's request for termination. Upon receipt of the Academy Board's request for termination, the University Board shall consider and vote on the proposed termination request. The University Board may, in its sole discretion, waive the six (6) month advance notice requirement for terminating this Contract.

Section 10.2 Automatic Amendment of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination. Except as otherwise provided in this Section 10.2, if the University Board is notified by the Michigan Department of Education (MDE) that an Academy site is subject to closure under Section 507 of the Code, MCL 380.507 ("State's Automatic Closure Notice"), then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the

Academy's existing sites, then this Contract shall automatically be terminated at the end of the current school year in which either the State's Automatic Closure Notice is received without any further action of the University Board or the Academy. Following receipt of the State's Automatic Closure Notice, the Charter Schools Director shall forward a copy of the notice to the Academy Board and may request a meeting with Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy's existing sites are included in that notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State's Automatic Closure Notice including the granting of any hardship exemption by the MDE rescinding the State's Automatic Closure Notice ("Pupil Hardship Exemption"), shall be directed to the MDE, in a form and manner determined by the MDE.

If the MDE rescinds the State's Automatic Closure Notice for an Academy site or sites by granting a Pupil Hardship Exemption, the Academy is not required to close the identified site(s), but shall present to the Charter Schools Office a proposed Contract amendment incorporating the MDE's school improvement plan, if applicable, for the identified site(s).

If the Michigan Department of Education elects not to issue a Pupil Hardship Exemption and the Charter Schools Director determines, in his or her discretion, that the closure of one or more sites as directed by the MDE creates a significant economic hardship for the Academy as a going concern or the possibility of a mid-year school closure, then the Charter Schools Director may recommend to the University Board that the Contract be terminated at the end of the current school year (hereinafter "Economic Hardship Termination"). If the University Board approves the Economic Hardship Termination recommendation, then this Contract shall terminate at the end of the current school year without any further action of the parties.

The University Board's revocation procedures set forth in Section 10.4 do not apply to an automatic termination initiated by the State's Automatic Closure Notice or an Economic Hardship Termination under this Section.

Section 10.3 Grounds and Procedures for University Termination of Contract. The University Board, in its discretion, reserves the right to terminate the Contract (i) for any reason or for no reason provided that such termination shall not take place less than six (6) months from the date of the University Board's action; or (ii) if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then such termination shall take effect at the end of the current Academy fiscal year. Following University Board approval, the Charter Schools Director shall provide notice of the termination to the Academy. If during the period between the University Board action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the Contract may be revoked or suspended sooner pursuant to this Article X. If this Contract is terminated pursuant to this Section 10.2, the revocation procedures in Section 10.4 shall not apply.

Section 10.4 Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.2, this Contract may also be revoked

by the University Board upon a determination by the University Board, pursuant to the procedures set forth in Section 10.6, that one or more of the following has occurred:

(a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals set forth in the Contract;

(b) Failure of the Academy to comply with all Applicable Law;

(c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or

(d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.5 Other Grounds for University Board Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic revocation set forth in Section 10.6, the University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

(a) The Academy is insolvent, has been adjudged bankrupt, or has operated for two (2) or more school fiscal years with a fund balance deficit;

(b) The Academy has insufficient enrollment to successfully operate a public school academy, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year;

(c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;

(d) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Consumer and Industry Services, Bureau of Commercial Services without first obtaining the University Board's approval;

(e) The University Board or its designee discovers grossly negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or

(f) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the Charter Schools Office or the University Board in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law.

Section 10.6 University Board Procedures for Revoking Contract. Except for the automatic revocation process set forth in Section 10.2, or the termination of Contract by the University Board pursuant to Section 10.3, the University Board's process for revoking the Contract is as follows:

(a) Notice of Intent to Revoke. The CSO Director, upon reasonable belief that grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.

(b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the CSO Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response shall also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the CSO Director prior to a review of the Academy Board's response.

(c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, the CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the CSO Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be closed if the CSO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction.

(d) Plan of Correction May Include Conditions to Satisfy University Board's Contract Reconstitution Authority. As part of the Plan of Correction, the CSO Director may reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance may include, but is not limited to, one of the following actions: (i) removal of one (1) or more members of the Academy Board; (ii) termination of at-will board appointments of one or more Academy Board members; (iii) withdrawal of the Academy's authorization to contract with an ESP; (iv) a requirement that the Academy Board terminate the existing ESP Agreement; or (v) the appointment of a new Academy Board or a trustee to take over operations of the Academy. The CSO shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure.

(e) Request for Revocation Hearing. The CSO Director may initiate a revocation hearing before the University Charter Schools Hearing Panel if the CSO Director determines that any of the following has occurred:

(i) the Academy Board has failed to respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);

(ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;

(iii) the Academy Board's response admits violations of the Contract or Applicable Law which the CSO Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the CSO Director determines that a Plan of Correction cannot be formulated;

(iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;

(v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);

(vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or

(vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

The CSO Director shall send a copy of the request for revocation hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The request for revocation shall identify the reasons for revoking the Contract.

(f) Hearing before University Charter Schools Hearing Panel. Within thirty (30) days of receipt of a request for revocation hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the notice of hearing to the University Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the CSO Director's request for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the CSO Director and shall not last more than three (3) hours. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the University and the Academy. The CSO Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel may, however, question the CSO Director and the Academy Board. Within thirty (30) days of the revocation hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. For good cause, the Hearing Panel may extend any time deadline set forth in this

sub-section. A copy of the Hearing Panel's recommendation shall be provided to the University Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.

(g) University Board Decision. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular formal session, the University Board shall consider the Hearing Panel's recommendation at its next regular formal session and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available to it copies of the Hearing Panel's recommendation and the transcript from the hearing. The University Board may waive the fourteen (14) day submission requirement or hold a special formal session to consider the Hearing Panel's recommendation. A copy of the University Board's decision shall be provided to the University Charter Schools Office, the Academy Board and the Michigan Department of Education.

(h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board.

(i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be withheld by the University Board or returned to the Michigan Department of Treasury upon request.

Section 10.7 Contract Suspension. The University Board's process for suspending the Contract is as follows:

(a) Charter Schools Office Director Action. If the CSO Director determines that probable cause exists to believe that the Academy Board (i) has placed staff or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Schedule 6, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by this Contract; (v) has willfully or intentionally violated this Contract or Applicable Law; or (vi) has violated Section 10.4(d), the CSO Director may immediately suspend the Contract. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.

(b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the Charter Schools Director to suspend the Contract, may be retained by the University Board for the Academy until the Contract is reinstated, or may be returned to the Michigan Department of Treasury upon the State's request.

(c) Immediate Revocation Proceeding. If the Academy Board, after receiving a notice of Contract suspension from the CSO Director, continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a revocation hearing in accordance with the procedures set forth in Section 10.6(e) of this Contract. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with Section 10.6(f) through (h).

Section 10.8 Venue; Jurisdiction. The parties agree that all actions or proceedings arising in connection with this Contract will be tried and litigated only in the Circuit Court of Mecosta County, Michigan, the Michigan Court of Claims or the Federal District Court for the Western District of Michigan. The parties hereby irrevocably accept for themselves and in respect of their property, generally and unconditionally, the jurisdiction of such courts. The parties irrevocably consent to the service of process out of any such courts in any such action or proceedings by the mailing of copies thereof by registered or certified mail, postage prepaid, to each such party, at its address set forth for notices in this Contract, such service to become effective ten (10) days after such mailing. The parties irrevocably waive any right they may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought in accordance with this Section.

Section 10.9 Material Breach of Contract. The issuance of order by the Superintendent of Public Instruction placing the Academy under the supervision of the Office of Partnership Districts, shall constitute a material breach of this Contract. Following the issuance of the order, the University Board shall send notice to the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan that is acceptable to the University Board. In addition to other matters, the corrective action plan shall include the Academy's redesign plan. The development of a corrective action plan under this Section shall not in any way limit the rights of the University Board to suspend, terminate or revoke this Contract.

Section 10.10 Conservator; Appointment by University President. Notwithstanding any other provision of the Contract, in the event that the health, safety and welfare of Academy students, property or funds are at risk, the University President, after consulting with the University Board Chairperson, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all the powers of a Board of Directors of a Public School Academy and act in the place and stead of the Academy Board. The University President shall appoint the conservator for a definite term which may be extended in writing. During the appointment, the Academy Board members are suspended and all powers of the Academy Board are suspended. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers:

(a) take into his or her possession all Academy property and records, including financial, board, employment and student records;

(b) institute and defend actions by or on behalf of the Academy;

(c) continue the business of the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as security for the repayment of loans. However, the power shall be subject to any provisions and restrictions in any existing credit documents;

(d) hire, fire and discipline employees of the Academy;

(e) settle or compromise with any debtor or creditor of the Academy, including any taxing authority;

(f) review all outstanding agreements to which the Academy is a party and to take those actions which the Academy Board may have exercised to pay, extend, rescind, renegotiate or settle such agreements as needed; and

(g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under the Code or this Contract.

Section 10.11 State Board of Education Revocation Procedures. As required by the Code, any legal remedy adopted by the State Board of Education shall automatically apply to this Contract. If any legal remedy adopted by the State Board of Education alters or supersedes existing provisions of this Contract, the remedy of the State Board of Education shall apply.

Section 10.12 Emergency Action on Behalf of University Board. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation that arises between meetings of the University Board. An emergency situation shall be deemed to occur if the University President or their designee, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the University Board. Upon the determination that an emergency situation exists, the University President or his or her designee may temporarily take action on behalf of the University Board with regard to the Academy Board or any aspect of the Contract, so long as such action is in the best interests of the University Board. When acting during an emergency situation, the University President or their designee shall have the authority to act in place of the University Board, and such emergency action shall only be effective in the interim before the earlier of (a) rejection of the emergency action by the Chairperson of the University Board, or (b) the next meeting of either the University Board or University Board Executive Committee. The University President shall immediately report such action to the University Board for confirmation at the next meeting of either the University Board or the University Board Executive Committee. The University Board or the University Board Executive Committee may confirm the emergency action taken by the University President or their designee so that the emergency action continues or, upon confirmation by the University Board, becomes permanent.

Section 10.13 Academy Dissolution Account. If the University Board terminates, revokes or fails to issue a new Contract to the Academy, the Charter Schools Director shall notify the Academy that, beginning thirty (30) days after notification of termination by either party or Academy Board, the University Board may direct up to $10,000 from each subsequent State School Aid Fund payment, not to exceed a combined total of $30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively to pay the costs associated with the wind up and dissolution responsibilities of the Academy. Within five (5) business days of the Charter Schools Director's notice, the Academy Board Treasurer shall provide the Charter Schools Director, in a form and manner determined by the CSO, with account detail information and authorization to direct such funds to the Academy Dissolution Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind up and dissolution expenses have been satisfied.

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1 Employment Qualifications for Classroom Teachers. The Academy shall employ classroom teachers, administrators and chief business officers who meet the certification requirements set forth in Part 22 of the Code, and other Applicable Law. In any other situation as deemed necessary in which the Academy is permitted under the Code, use of non-certified teachers is permitted.

Section 11.2 Criminal Background and History Checks; Disclosure of Unprofessional Conduct. The Academy shall comply with the Code concerning criminal background and criminal history checks for its teachers, school administrator(s), and for any other position requiring State Board approval. In addition, the Academy shall comply with the Code concerning the disclosure of unprofessional conduct by persons applying for Academy employment. This Section shall apply to such persons irrespective of whether they are employed by the Academy or employed by an Educational Service Provider contracting with the Academy.

Section 11.3 The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan.

The Academy agrees to comply with all of the following:

(a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*

(b) Within ten (10) days after adoption by the Academy Board (but not later than July 1) each year, the Academy Board shall submit to the Charter Schools Office a copy of its annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and

amendments to the annual budget. Within ten (10) days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Charter Schools Office.

(c) Unless exempted from transmitting under Section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7 of each school fiscal year, shall transmit to the Center for Educational Performance and Information (CEPI) the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq*.

(d) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance in the most recently completed school fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:

(i) the Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the Charter Schools Office.

(ii) within thirty (30) days after making notification under subdivision (d)(i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Michigan Department of Education an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the Charter Schools Office.

(iii) after the Superintendent approves the Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.

(e) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under Section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:

(i) the enhanced deficit elimination plan shall be approved by the Academy Board before submission.

(ii) after the State Treasurer approves an enhanced deficit elimination plan for the Academy, the Academy shall post the enhanced deficit elimination pan on the Academy's website.

(iii) submit to the Superintendent and State Treasurer an enhanced monthly monitoring report in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy website.

Section 11.4 Security Procedures. The Academy Board shall establish security procedures for the maintenance and protection of the Academy student body, its personnel and its property. The security plan shall be in written form and kept on the Academy premises.

Section 11.5 Student Conduct and Discipline. The Academy shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline, such policies to be in compliance with Applicable Law.

Section 11.6 Professional Development of the Academy Faculty. The Academy shall ensure that professional development of its faculty is provided as required by the Code. The Academy shall also encourage the development of new teaching techniques or methods or significant revisions to known teaching techniques or methods. The Academy shall report new developments or innovations in teaching techniques or methods to the University Board or its designee for dissemination to the public.

Section 11.7 Special Education. Pursuant to Section 1701a of the Code, the Academy shall comply with Article III, Part 29 of the Code, MCL 380.1701 *et seq.*, and other Applicable Law concerning the provision of special education programs and services at the Academy.

Section 11.8 Americans With Disabilities Act. The Academy shall comply with subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC § 12101 *et seq.* or any successor law.

Section 11.9 Insurance. The Academy Board shall secure and maintain at all times insurance coverages that comply with the most current Michigan University Self-Insurance Corporation (M.U.S.I.C.) standards.

The insurance shall be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan with an AM Best Rating of "A-VII" or better. The Academy may join with other public school academies to obtain insurance if the Academy Board finds that such an association provides economic advantages to the Academy. The Academy shall list the University on the insurance policies as an additional insured on insurance coverages. The Academy shall have a provision included in all policies requiring notice to the University at least thirty (30) days in advance, upon termination or non-renewal of the policy.

The Charter Schools Office may periodically contract with an outside vendor to audit Academy Policies. The Academy shall provide to the University Board or its designee copies of all insurance policy binder sheets for the policies required by this Contract, and will provide the actual policies upon request. The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimums may be required depending upon academic offerings and program requirements.

The University's self-insurance program periodically reviews the types and amounts of insurance coverages that the Academy shall secure in order for the University to maintain coverage for the authorization and oversight of the Academy. In the event that the University's self-insurance program requests additional changes in coverage identified in this Section 11.9, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University's self-insurance program within thirty (30) days after notice of the coverage change.

Section 11.10 Transportation. The Academy Board may enter into contracts with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation.

Section 11.11 Intramural and Interscholastic Sports. The Academy is authorized to join any organization, association, or league which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 11.12 Teacher Tenure. Except as required by law, the Academy shall not be required to establish or maintain a teacher tenure system.

Section 11.13 Library Services. The Academy Board may enter into contracts with other local school districts or intermediate school districts for use of library services.

Section 11.14 Use of Information Technologies. The Academy is encouraged to use modern information technologies, including distance learning, in its educational programs.

Section 11.15 Cooperation with Other Educational Organizations, Libraries and Museums. The Academy Board may enter into contracts or cooperate with other school districts or communities for the use of educational and vocational facilities, including libraries and museums.

Section 11.16 Accreditation. If and when available, the Academy shall apply for, and satisfy the applicable accreditation requirements of the State Board of Education.

Section 11.17 Role of Parents and Guardians. The Academy shall encourage the active participation of parents and guardians in the education of its student body. Parents and guardians may volunteer or be selected to serve on committees established by the Academy Board.

Section 11.18 School and Community Relations. The Academy Board may adopt policies and establish programs that (i) encourage the free flow of information between the Academy Board and the community, and (ii) provide for and encourage community input into all matters considered by the Academy Board.

Section 11.19 Deposit of Public Funds by the Academy. The Treasurer of the Academy shall deposit or invest all surplus funds received by the Academy in a bank, savings and loan association, or credit union which is eligible to be a depository of surplus funds belonging to the state under Sections 3 or 7 of Act No. 105 of the Public Acts of 1855, as amended by the Act, being Sections 21.143 and 21.147 of the Michigan Compiled Laws, or other Applicable Law.

Section 11.20 Equal Opportunity Policies. The Academy agrees to operate at all times as an equal opportunity employer and to establish and implement a written sexual harassment policy and such other policies as required by Applicable Law.

Section 11.21 Legal Liabilities and Covenant Against Suit. The Academy acknowledges and agrees that it has no authority to extend the faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy hereby agrees and covenants not to sue the University or any of its trustees, officers, employees, agents or representatives for any matters that arise under this Contract or otherwise. The University does not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University or any of its trustees, employees, agents, or independent contractors as a result of the issuing, overseeing, revoking, suspending or terminating of this Contract or as a result of not issuing a new Contract at the end of the term of the Contract, or placing the Academy on Probationary Status.

Section 11.22 Non-Endorsement. No action taken by the University Board with respect to the Academy shall be taken as an endorsement in any way by the University of the Academy or any aspect thereof.

Section 11.23 Lease or Deed for Proposed Single Site. Prior to entering into any lease agreement for real property, the Academy shall provide to the Charter Schools Office copies of its lease or deed for the premises in which the Academy shall operate in a form and manner consistent with the Lease Policies, which are incorporated into and be deemed part of this Contract. A copy of the final executed lease agreement shall be included in this Contract under Schedule 6. The Charter Schools Office may, from time to time during the term of this Contract, amend the Lease Policies and such amended lease policies shall automatically apply to the Academy without the need for a Contract amendment under Article IX of these Terms and Conditions. The Charter Schools Office may disapprove the proposed lease agreement submitted by the Academy if the least agreement is contrary to this Contract, the Lease Policies, or Applicable Law. Any subsequent amendment to a lease agreement shall be submitted for review by the Charter Schools Office in the same form and manner as a new lease agreement.

Any lease agreement entered into by the Academy shall include a termination provision permitting the Academy to terminate the lease, without cost or penalty to the Academy, in the event that the Academy is required to close an Academy site covered by the lease (i) pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507 and these Contract Terms and Conditions. The provision shall also provide that the lessor/landlord shall have no recourse against the Academy or the University Board for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the lessor/landlord from receiving lease payments owed prior to site closure or reconstitution, or relieve the Academy from paying any costs or expenses owed under the lease prior to site closure or reconstitution.

A copy of the Academy's amended lease or deed shall be incorporated into this Contract under Schedule 6. Any subsequent amendments to any Academy real estate leasing agreement shall only be incorporated into this Contract pursuant to Article IX of these Terms and Conditions.

Section 11.24 Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that the Academy's physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates for the Academy's

physical facilities. The Academy Board shall not conduct classes until the Academy has complied, and maintains compliance with this Section 11.24. The Academy shall provide to the CSO Director the following:

(a) A copy of the final building occupancy inspection letter from the Michigan Department of Licensing and Regulatory Affairs (LARA) Office of Fire Safety;

(b) An acknowledgment from the Academy that the building has been continuously occupied as a school since the time of the final building occupancy inspection;

(c) Copy of the Academy's approval letter from the local department of public health indicating that the Academy's facilities meet or exceed all applicable sanitation requirements; and

(d) An acknowledgment from the Academy that the building is in compliance with all fire, health and safety standards applicable to schools and that the Academy possesses the necessary occupancy and safety certificates for the Academy's physical facilities.

A current copy of the Academy's safety permits shall be kept on file at the Charter Schools Office and at the Academy.

Section 11.25 Management Agreements. The Academy may enter into a Management Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For purposes of this Contract, an employee leasing agreement shall be considered a Management Agreement, and an employee leasing company shall be considered an ESP. Any Management Agreement shall state that the ESP must acquire insurance in addition to the insurance the Academy must obtain under the Contract. The coverage must be similar to the insurance coverage required for the Academy and the Management Agreement must detail the amount of such required coverage. Prior to entering any Management Agreement with an ESP, the Academy shall submit a copy of the final draft Management Agreement to the Charter Schools Office in a form and manner consistent with the ESP policies of the Charter Schools Office which are incorporated into and be deemed part of this Contract. A copy of the final executed Management Agreement shall be included in this Contract under Schedule 5. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended policies shall automatically apply to the Academy without the need for a Contract amendment under Article IX of these Terms and Conditions. The Charter Schools Office may disapprove the proposed Management Agreement submitted by the Academy if the Management Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to a Management Agreement shall be submitted for review by the Charter Schools Office in the same form and manner as a new Management Agreement.

Section 11.26 Environmental Matters.

(a) Representations and Warranties Relating to Environmental Matters. The Academy represents to the University Board that:

(i) the Academy's building and other physical facilities are not in violation of or subject to any existing, pending or threatened investigation by any governmental authority under any Environmental Law. The Academy's building and other physical

facilities are and will continue to be free of friable asbestos and other sources of contamination and in full compliance with all Environmental Laws.

(ii) the Academy has obtained any and all permits and licenses to construct or use any improvements, fixtures and equipment forming a part of the building and other physical facilities.

(iii) the Academy has made inquiry into previous uses and ownership of building and other physical facilities, and, after such inquiry, has determined that no Hazardous Substance (as defined below) has been disposed or released on or in the building and other physical facilities.

(iv) the Academy's intended and future use of the building and other physical facilities will not result in the disposal or release of any Hazardous Substance on or in the building or other physical facilities in violation of any Environmental Law.

(b) Definitions.

(i) "Environmental Law" means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the building including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended, 41 U.S.C. Sections 9601 *et seq.* the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. Sections 6901 *et seq.*, and the Natural Resources and Environmental Protection Act (NREPA), MCL Sections 324.101 *et seq.*

(ii) "Hazardous Substance" means any toxic or hazardous substance, material or waste which is or becomes regulated by any local governmental authority, the State of Michigan or the United States Government. The term "Hazardous Substance" includes without limitation:

A. those substances included within the definitions of "hazardous substances," "hazardous material," "toxic substances," or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 *et seq.*, and in the regulations promulgated pursuant to said laws;

B. petroleum;

C. asbestos;

D. those substances designated as a hazardous "substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1317);

E. those substances defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (42 U.S.C. §6991 *et seq.*); and

F. those substances defined as a "hazardous substance" under §324.11103 of the Michigan Compiled Laws.

(c) No underground storage tanks will be placed upon or installed within the Academy's building or other physical facilities, nor shall the Academy allow the release or disposal of any Hazardous Substance on or in the building or other physical facilities in violation of any Environmental Law.

Section 11.27 Information Available to the Public; Information to be Provided by the Academy. The Academy shall make information concerning its operation and management, including without limitation the information described in Schedule 8, available to the public in the same manner and to the same extent as is required for public schools and school districts under Applicable Law.

Section 11.28 Limitation on Expenditures for Lease, Purchase, or Debt Service for Facilities.

(a) Subject to (b) below, the Academy may expend not more than an amount equal to twenty percent (20%) of total amount received under Sections 22a and 22b of the State School Aid Act of 1979, as amended, MCL 388.1601, *et seq.*, for the lease or purchase of the Academy's land, building, and other physical facilities described in Schedule 6 or any amendment thereto, including transfers to a capital projects fund or debt retirement fund for debt service.

(b) If Section 18(1) of the School Aid Act, which limits transfers to a capital projects fund or debt retirement fund to twenty percent (20%) of amounts received under Sections 22a and 22b is amended after the date of this contract, the University Board or CSO may, but are not required to, clarify the procedures and requirements for applying this limitation by implementation of a policy in accordance with this contract.

Section 11.29 Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, being MCL 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities statute, Act No. 317 of the Public Acts of 1968, being MCL 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding and in addition to any other provision of this Contract, the following shall be deemed prohibited conflicts of interest for purposes of this Contract:

(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 ESP 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.

Section 11.30 Prohibition of Identified Family Relationships. The Academy Board shall prohibit specifically identified family relationships pursuant to Applicable Law and the Terms and Conditions of this Contract. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:

(a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or domestic partner:

(i) is employed by the Academy;

(ii) works at or is assigned to the Academy;

(iii) has an ownership, officer, policymaking, managerial, administrative non-clerical, or other significant role with the Academy's ESP or employee leasing company.

Section 11.31 Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one (1) full-time position and simultaneously being compensated for each position.

ARTICLE XII

GENERAL TERMS

Section 12.1 Notices. Any and all notices permitted or required to be given under this Contract shall be deemed duly given by registered or certified mail with return receipt requested (or by Federal Express or United Parcel Service next day delivery). Each such notice shall be sent to the respective party at the address indicated below or to any other address or person as the respective party may designate by notice delivered pursuant hereto:

If to the Board of Trustees of Ferris State University:

Director of Charter Schools
Ferris State University
1020 Maple St
Big Rapids, MI 49307

with a copy to:

Miles Postema
Ferris State University
Office of the General Counsel
McKessy House
120 East Cedar St
Big Rapids, MI 49307

If to Academy Board:

Cynthia Patin
2207 15 Mile Rd NE
Sparta, MI 49345

Section 12.2 Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of any local, state or federal law, such provision shall be considered null and void and all other provisions shall remain in full force and effect.

Section 12.3 Successors and Assigns. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 12.4 Entire Contract. Except as specifically provided in this Contract, this Contract sets forth the entire agreement between the University Board and the Academy with respect to the subject matter of this Contract. All prior contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.

Section 12.5 Assignment. This Contract is not assignable by the Academy without the prior written consent of the University Board.

Section 12.6 Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.7 Governing Law. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.8 Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.9 Term of Contract. This Contract shall commence on the date first set forth above and shall remain in full force and effect for a period of seven (7) academic years as determined by resolution of Ferris State University and shall terminate on June 30, 2026 unless sooner terminated according to the terms hereof. Increases in academic achievement for all groups of pupils shall be the most important factor in renewing the contract.

Section 12.10 Indemnification of University. The Academy agrees to indemnify and hold the University and its trustees, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss, defamation, economic loss, or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University and its trustees, officers, employees, agents or representatives, which arise out of or are in any manner connected with the Academy's operations or which are incurred as a result of the reliance of the University Board upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind by either party of its defense of governmental immunity.

Section 12.11 Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.12 Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.13 No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.14 Non-Agency. It is understood that the Academy is not the agent of the University.

Section 12.15 University Board and CSO Policies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing University Board or CSO policies regarding public school academies which shall apply immediately and amendments to University Board or CSO Policies that are required by Applicable Law which shall apply immediately, University Board or CSO policies clarifying procedure and requirements applicable to public school academies under this Contract, as from time to time adopted or amended, will automatically apply to the Academy after thirty (30) days notice, provided they are not inconsistent with provisions of this Contract.

Section 12.16 Survival of Provision. The terms, provisions, and representations contained in Section 11.9, Section 11.21, Section 12.11, Section 12.15, and other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.17 Termination of Responsibilities. Upon termination or revocation of the Contract, the University Board or its designee shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract. Upon termination or revocation of the Contract, the Academy may amend its articles of incorporation or bylaws as necessary to allow the Academy Board to:

(a) Take action to appoint Academy Board members in order to have a quorum necessary to take Academy Board action; or

(b) Effectuate a dissolution, provided that the Academy Board may not amend any provision in the Academy's articles of incorporation or bylaws regarding the disposition of assets upon dissolution.

Section 12.18 Information Available to the Public.

(a) Information to be Provided by the Academy. The Academy shall make information concerning its operation and management, including without limitation the information described in Schedule 4, available to the public in the same manner and to the same extent as is required for public schools and school districts under Applicable Law.

(b) Information to be Provided by Educational Service Providers. If the Academy enters into an agreement with an Educational Service Provider for operation or management of the Academy, the Management Agreement shall contain a provision requiring the Educational Service Provider to make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under sub-paragraph (a).

Section 12.19 Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind up and dissolution provisions set forth in the Academy's articles of incorporation, Part 6A of the Code and Applicable Law.

Section 12.20 Student Privacy. In order to protect the privacy of students enrolled at the Academy, the Academy Board shall not:

(a) Sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of a pupil's education records. This sub-section does not apply to any of the following situations:

(i) for students enrolled in the Academy, providing such information to any educational management organization that has a contract with the Academy and whose contract has not been disapproved by the University;

(ii) providing the information as necessary for standardized testing that measures a student's academic progress and achievement; or

(iii) providing the information as necessary to a person that is providing educational or educational support services to the student under a contract with either the Academy or an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the University.

(b) The terms "education records" and "personally identifiable information" shall have the same meaning as defined in MCL 380.1136.

Section 12.21 Disclosure of Information to Parents and Legal Guardians.

(a) Within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose without charge to the student's parent or legal guardian any personally identifiable information concerning the student that is collected or created by the Academy as part of the student's education records.

(b) Except as otherwise provided in this sub-section and within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose to a student's parent or legal guardian without charge any personally identifiable information provided to any person, agency or organization. The Academy's disclosure shall include the specific information that was disclosed, the name and contract information of each person, agency, or organization to which the information has been disclosed; and the legitimate reason that the person, agency, or organization had in obtaining the information. The parental disclosure requirement does not apply to information that is provided:

(i) to the Michigan Department of Education or CEPI;

(ii) to the student's parent or legal guardian;

(iii) by the Academy to the University Board, University, Charter Schools Office or to the educational management organization with which the Academy has a management agreement that has not been disapproved by the University;

(iv) by the Academy to the Academy's intermediate school district or another intermediate school district providing services to Academy or the Academy's students pursuant to a written agreement;

(v) to the Academy by the Academy's intermediate school district or another immediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;

(vi) to the Academy by the University Board, University, Charter Schools Office;

(vii) to a person, agency, or organization with written consent from the student's parent or legal guardian, or from the student if the student is eighteen (18) years of age;

(viii) to a person, agency, or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction;

(ix) to a person, agency, or organization as necessary for standardized testing that measures a student's academic progress and achievement; or

(x) in the absence of, or in compliance with, a properly executed opt-out form, as adopted by the Academy in compliance with Section 1136(6) of the Code, pertaining to uses for which the Academy commonly would disclose a pupil's "directory information."

(c) If the Academy considers it necessary to make redacted copies of all or part of a student's education records in order to protect personally identifiable information of another student, the Academy shall not charge the parent or legal guardian for the cost of those redacted copies.

(d) The terms "education records," "personally identifiable information," and "directory information" shall have the same meaning as defined in MCL 380.1136.

Section 12.22 List of Uses for Student Directory Information; Opt-Out Form; Notice to Student's Parent or Legal Guardian.

(a) The Academy shall do all of the following:

(i) develop a list of uses (the "Uses") for which the Academy commonly would disclose a student's directory information.

(ii) develop an opt-out form that lists all of the Uses and allows a student's parent or guardian to elect not to have the student's directory information disclosed for one (1) or more Uses.

(iii) present the opt-out form to each student's parent or guardian within the first thirty (30) days of the school year and at other times upon request.

(iv) if an opt-out form is signed and submitted to the Academy by a student's parent or guardian, then the Academy shall not include the student's directory information in any of the Uses that have been opted out of in the opt-out form.

(b) The terms "directory information" shall have the same meaning as defined in MCL 380.1136.

Section 12.23 Partnership Agreement. If the Michigan Department of Education (MDE) and State Reform Office imposes a partnership agreement on the Academy, the Academy shall work collaboratively with the MDE, the State Reform Office and other partners to implement the partnership agreement. In the event that a provision in the partnership agreement is inconsistent with a provision in this Contract, this Contract shall control.

Section 12.24 Statewide Safety Information Policy. The Academy shall adopt and adhere to the statewide school safety information policy required under Section 1310 of the Code, MCL 380.1310. The statewide school safety information policy may also address Academy procedures for reporting incidents involving possession of a dangerous weapon as required under Section 1313 of the Code, MCL 380.1313.

Section 12.25 Criminal Incident Reporting Obligation. Within twenty-four (24) hours after an incident occurs, the Academy shall provide a report to the Michigan State Police, in a form and manner prescribed by State Police, either of the following: (i) an incident involving a crime that must be reported under Section 1310A(2) of the Code, MCL 380.1310A(2); or (ii) an incident, if known to the Academy, involving the attempted commission of a crime that must be reported under Section 1310A(2) of the Code, MCL 380.1310A(2). Failure to comply may result in the Academy being ineligible to receive any school safety grants from the Michigan State Police for the fiscal year in which the noncompliance is discovered by State Police.

Section 12.26 Academy Emergency Operations Plan.

(a) Beginning in the 2019-2020 school year, and at least biennially thereafter, the Academy shall, in conjunction with at least one (1) law enforcement agency having jurisdiction over the Academy, conduct either (i) a review of the Academy's emergency operations plan, including a review of the vulnerability assessment; or (ii) a review of the Academy's statewide school safety information policy, as applicable.

(b) Not later than January 1, 2020, the Academy shall either (i) develop an emergency operations plan for each school building, including recreational structure or athletic field, operated by the Academy with input from the public; or (ii) adopt a statewide school safety information policy under Section 1308 of the Code, MCL 380.1308. The emergency operations plan or statewide school safety information policy shall comply with Section 1308B(3) of the Code, MCL 380.1308B(3). Within thirty (30) days, the Academy shall provide to the Michigan Department of Education (MDE), in a form and manner determined by the MDE, notice of the adoption of any emergency operations plan or the completion of an emergency operations plan review, as applicable.

Section 12.27 School Safety Liaison. The Academy Board shall designate a liaison to work with the School Safety Commission created under Section 5 of the Comprehensive School Safety Plan Act created under Public Act 548 of 2018. The Liaison shall be an individual employed or assigned to regularly and continuously work under contract in the school operated by the Academy. The Liaison shall work with the School Safety Commission and the Office of School Safety to identify mode practices for determining school safety measures.

Section 12.28 New Building Construction or Renovations. The Academy shall not commence construction on a new school building or the major renovation of an existing school building unless the Academy consults on the plans of the construction or major renovation regarding school safety issues with the law enforcement agency that is or will be the first responder for that school building. School building includes either a building intended to be used to provide pupil instruction or a recreational or athletic structure or field used by pupils.

Section 12.29 Annual Expulsion Report and Website Report on Criminal Incidents. On an annual basis, the Academy Board shall do the following:

(i) prepare and submit to the Superintendent, in a form and manner prescribed by the Superintendent, a report stating the number of pupils expelled from the Academy during the immediately preceding school year, with a brief description of the incident causing each expulsion;

(ii) post on its website, in a form and manner prescribed by the Superintendent, a report on the incidents of crime occurring at schools operated by the Academy. Each school building shall collect and keep current on a weekly basis the information required for the website report, and must provide that information, within seven (7) days upon request; and

(iii) make a copy of the report on the incidents of crime, disaggregated by school building, available to the parent or legal guardian of each pupil enrolled in the Academy.

The undersigned have read, understand and agree to comply with and be bound by the terms and conditions set forth in this Contract.

CREATIVE TECHNOLOGIES ACADEMY

By: _____
Board President

Its: President

Date: 3/20/19

FERRIS STATE UNIVERSITY
BOARD OF TRUSTEES

By: _____
University President
or his/her designee

Date: 5/1/19

CONTRACT SCHEDULES

	Schedules
Articles of Incorporation	1
Bylaws	2
Fiscal Agent Agreement	3
Oversight Agreement	4
Description of Staff Responsibilities	5
Physical Plant Description	6
Required Information for Public School Academy	7
Information Available to the Public	8

CONTRACT SCHEDULE 1

ARTICLES OF INCORPORATION

UNITED STATES OF AMERICA

The State of Michigan

Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify that the annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

LICENSING AND REGULATORY AFFAIRS
Corporations, Securities & Commercial Licensing Bureau

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 8th day of April , 2019.

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number: 19041983360

Verify this certificate at: URL to eCertificate Verification Search http://www.michigan.gov/corpverifycertificate.

C&S511 (Rev. 8/96)

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU

Date Received		(FOR BUREAU USE ONLY)
SEP 15 1998 ADJUSTED PURSUANT TO TELEPHONE AUTHORIZATION VICKI		

09/15/1998 KWATSON00881273 1 Total$10.00
CREATIVE TECHNOLOGIES ACADEMY
Cpns Org & Filing & LLC art

FILED
SEP 18 1998
Administrator
MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

Name	
Mr. Niels Andersen / CTA	
Address	
360 Pine St.	
City	State / Zip Code
Cedar Springs	Michigan 49319

EFFECTIVE DATE:

Document will be returned to the name and address you enter above

7 5 8 - 3 0 4

RESTATED ARTICLES OF INCORPORATION
For Use by Domestic Nonprofit Corporations

OF

CREATIVE TECHNOLOGIES ACADEMY

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 et seq. and Part 6A of the Revised School Code (the "Code") as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the undersigned corporation executes the following restated Articles:

1. The present name of the corporation is: **Creative Technologies Academy.**

2. The corporation identification number (CID) assigned by the Bureau is: **758 -304.**

3. The corporation has used no other names.

4. The date of filing the original Articles of Incorporation was: **June 30, 1998.**

The following Restated Articles of Incorporation supersede the Articles of Incorporation and shall be the Articles of Incorporation for the corporation:

ARTICLE I

The name of the corporation is: Creative Technologies Academy.

The authorizing body for the corporation is: Ferris State University Board of Trustees.

ARTICLE II

The purpose or purposes for which the corporation is organized are:

1. The corporation is organized for the purposes of operating as a public school academy in the state of Michigan pursuant to Parts 6A of the Code, as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.

2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract between the corporation and the Ferris State University Board of Trustees authorized under the Code.

ARTICLE III

The corporation is organized on a non-stock, directorship basis.

The value of assets which the corporation possesses is: none.

Real Property: -0-

Personal Property: -0-

The corporation is to be financed under the following general plan:

a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
b. Federal funds.
c. Donations.
d. Fees and charges permitted to be charged by public school academies.
e. Other funds lawfully received.

ARTICLE IV

The address of the initial registered office is 350 South Street, Cedar Springs, Michigan 49319.

The mailing address of the initial registered office is the same.

The name of the initial resident agent at the registered office is Niels Andersen.

ARTICLE V

The name and address of the incorporator is as follows: Candace Sorensen, 1700 Tammarron, S.E., Grand Rapids, Michigan 49546.

ARTICLE VI

The corporation is a governmental entity.

ARTICLE VII

Before execution of a contract to charter a public school academy between the corporation and the Ferris State University Board of Trustees (the "University Board"), the method of selection, length of term, and the number of members of the Board of Directors of the corporation shall be approved by a resolution of the University Board as required by the Code.

The members of the Board of Directors of the corporation shall be selected by the following method:

1. Method of Selection. The initial Board of Directors shall be the individuals named in the resolution approved by the University Board. Subsequently, the Board of Directors of the corporation shall nominate a list of potential members of the Board of Directors equaling at least twice the number of vacancies or prospective vacancies on the Board. Provided the Board of Directors submits the list of nominees at least forty-five (45) days before the University Board's next regular meeting, the University Board may select members from the list of nominees at its next regular meeting. When the nominations are forwarded to the University Board, they shall be accompanied by the nominees' resume and each nominee shall be available for interview by the University Board or its designee. A member appointed to fill a vacancy created other than by expiration of a term shall be appointed for the unexpired term of the vacating member in the same manner as the original appointment. If the University Board elects not to select members from the

list of nominees submitted by the Board of Directors, it may nominate and appoint successor members.

2. Length of Term. The term of each member of the Board of Directors shall be three (3) years, except that of the members first appointed, 1/3 shall be appointed for a term of three years, 1/3 shall be appointed for a term of two years, and the remainder shall be appointed for a term of one year.

3. Number of Directors. The number of members of the Board of Directors of the corporation shall not be fewer than five (5) nor more than nine (9) as determined from time-to-time by the University Board.

4. Qualifications. The Board members of the corporation must include (i) a parent or guardian of a child attending the school; and (ii) at least one professional educator, preferably a person with school administrative experience. The Board shall not include (i) members appointed or controlled by another profit or non-profit corporation; (ii) employees of the corporation; (iii) any director, officer or employee of a management company that contracts, directly or indirectly, with the corporation; or (iv) Ferris State University officials.

5. Oath. All members of the Board of Directors of the Corporation must file an acceptance of office with the University. All members of the Board of Directors of the corporation shall take the constitutional oath of public office.

ARTICLE VIII

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, board, officers or any private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from federal income tax under Section 115 of the IRC, or comparable provisions of any successor law.

Directors of the Academy Board shall receive no compensation for their services. They may, however, receive traveling and other expenses.

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the Ferris State University Board of Trustees for forwarding to the state school aid fund established under article IX, section 11 of the Constitution of the State of Michigan of 1963, as amended.

ARTICLE IX

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Act No. 170 of the Public Acts of 1964, being Sections 691.1407 of the Michigan Compiled Laws.

ARTICLE X

These Articles of Incorporation shall not be amended except by the process provided in Article IX of the Contract executed by the corporation and Ferris State University Board of Trustees. This process is as follows:

The corporation, by a majority vote of its Board of Directors, may, at any time, propose specific changes to these Articles of Incorporation or may propose a meeting to discuss potential revision to these Articles of Incorporation. The proposal will be made to the University Board. The University Board reviews and approves all changes and amendments to these Articles of Incorporation.

The University Board, may, at any time, propose specific changes to these Articles of Incorporation or may propose a meeting to discuss potential revision. The corporation's Board of Directors may delegate to an officer of the corporation the review and negotiation of changes or amendments to these Articles of Incorporation. Articles of Incorporation shall be amended as requested by the University Board and upon a majority vote of the Academy's Board of Directors.

Amendments to these Articles of Incorporation take effect only after they have been approved by the corporation's Board of Directors and by the University Board and filed with the Michigan Department of Consumer and Industry Services, Corporation, Securities and Land Development Bureau. In addition, the corporation shall file with the amendment a copy of the University Board's approval of the amendment.

ARTICLE XI

The Board of Directors shall have all the powers and duties permitted by law to manage the business, property and affairs of the corporation.

ARTICLE XII

The powers and duties of the corporation's officers are as follows:

Section 1. Number. The officers of the corporation shall be a President, Vice-President, Secretary and a Treasurer, each of whom shall be selected by the Board of Directors. The Board of Directors may select one or more Assistants to the Secretary or Treasurer, and may also appoint such other officers and agents as they may deem necessary for the transaction of the business of the corporation.

Section 2. President. The President of the corporation shall be a member of the Board of Directors. The President of the corporation shall preside at all meetings of the Board of Directors. 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 Board of Directors attending the meeting shall preside. The President shall be an ex officio member of all standing committees and shall be President of those committees designated by the Board of Directors. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Board from time to time.

Section 3. Vice-President. The Vice President of the corporation shall be a member of the Board of Directors. 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 Board of Directors.

Section 4. Secretary. The Secretary of the corporation shall be a member of the Board of Directors. The Secretary shall: (a) keep the minutes of the Board of Directors 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 Board.

Section 5. Treasurer. The Treasurer of the corporation shall be a member of the Board of Directors. 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 of 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 Board of Directors.

Section 6. Assistants and Acting Officers. The Assistants to the Secretary and Treasurer, if any, selected by the Board of Directors, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the President or the Board of Directors. The Board of Directors shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Board of Directors may by resolution otherwise determine.

ADOPTION OF ARTICLES

These restated articles shall be effective become effective upon filing.
These Restated Articles of Incorporation were duly adopted on the 13 day of August 1998, in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate and do further amend the provisions of the Articles of Incorporation and were duly adopted by the directors. The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

Signed this 13 day of August, 1998.

By: Niels T. Lauritsen
Its: PRESIDENT

LA:38195.1
ID:LCW

Filed by Corporations Division Administrator Filing Number: 201885230410 Date: 09/20/2018

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the 2018 ANNUAL REPORT

for

CREATIVE TECHNOLOGIES ACADEMY

ID Number: 800841300

received by electronic transmission on September 20, 2018 ***, is hereby endorsed.***

Filed on September 20, 2018 ***by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

LICENSING AND REGULATORY AFFAIRS
Corporations, Securities & Commercial Licensing Bureau
E PLURIBUS UNUM
TUEBOR
SI QUAERIS PENINSULAM AMOENAM
CIRCUMSPICE

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 20th day of September, 2018.

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau

Filed by Corporations Division Administrator Filing Number: 201885230410 Date: 09/20/2018



Form Revision Date 07/20

NONPROFIT CORP ANNUAL REPORT (YEARS: 2015-PRESENT)

(Required by Section 911, Act 162, Public Act of 1982)

'he identification number assigned by the Bureau is: 800841300

nnual Report Filing Year: 2018

. Corporation Name:

CREATIVE TECHNOLOGIES ACADEMY

. The street address of the corporation's registered office and the name of the resident agent at that office:

. Resident Agent Name: CYNTHIA PATIN

. Street Address: 350 PINE STREET

Apt/Suite/Other:

City: CEDAR SPRINGS

State: MI Zip Code: 49319

. Mailing address of the corporation's registered office:

P.O. Box or Street Address: 350 PINE STREET

Apt/Suite/Other:

City: CEDAR SPRINGS

State: MI Zip Code: 49319

5. Provide the names and business or residence addresses of the corporation's board of directors and its president, treasurer, and secretary:

Title	Name	Residence or Business Address
PRESIDENT	CYNTHIA PATIN	350 PINE STREET, CEDAR SPRINGS, MI 49319 USA
TREASURER	SHASTA GROSS	350 PINE STREET, CEDAR SPRINGS, MI 49319 USA
SECRETARY	MELISSA ARMSTRONG	350 PINE STREET, CEDAR SPRINGS, MI 49319 USA
DIRECTOR	MICHAEL TAWNEY	350 PINE STREET, CEDAR SPRINGS, MI 49319 USA
DIRECTOR	RANDALL FAUSTIN	350 PINE STREET, CEDAR SPRINGS, MI 49319 USA
DIRECTOR	LAURA ENSLEY	350 PINE STREET, CEDAR SPRINGS, MI 49319 USA

. Describe the purposes and general nature and kind of business in which the corporation engaged in during the year covered by this eport:

PUBLIC CHARTER SCHOOL PROVIDING K-12 EDUCATION

igned this 20th Day of September, 2018 by:

Signature	Title	Title if "Other" was selected
Loretta Oestrike	Authorized Agent	

CONTRACT SCHEDULE 2

BYLAWS

TABLE OF CONTENTS

CREATIVE TECHNOLOGIES ACADEMY

BYLAWS

Article I.	Name	2-1
Article II.	Form of Academy	2-1
Article III.	Offices	2-1
1.	Principal Office	2-1
2.	Registered Office	2-1
Article IV.	Board of Directors	2-1
1.	General Powers	2-1
2.	Method of Selection and Appointment	2-2
Article V.	Meetings	2-2
1.	Annual and Regular Meetings	2-2
2.	Special Meetings	2-2
3.	Notice; Waiver	2-2
4.	Quorum	2-2
5.	Manner of Acting	2-3
6.	Open Meetings Act	2-3
7.	Presumption of Assent	2-3
Article VI.	Committees	2-3
1.	Committees	2-3
Article VII.	Officers of the Board	2-3
1.	Number	2-3
2.	Election and Term of Office	2-3
3.	Removal	2-4
4.	Vacancies	2-4
5.	President	2-4
6.	Vice President	2-4
7.	Secretary	2-4
8.	Treasurer	2-4

9. Assistants and Acting Officers 2-5
10. Salaries 2-5
11. Filling More Than One Office 2-5

Article VIII. Contracts, Loans, Checks and Deposits; Special Corporate Acts 2-5

1. Contracts 2-5
2. Loans 2-5
3. Checks, Drafts, etc 2-6
4. Deposits 2-6
5. Voting of Gifted, Bequest or Transferred Securities Owned by this Corporation 2-6
6. Contracts Between Corporation and Related Persons 2-6

Article IX. Indemnification 2-7

Article X. Fiscal Year 2-7

Article XI. Amendments 2-7

Certification 2-8

BYLAWS

OF

CREATIVE TECHNOLOGIES ACADEMY
350 Pine St
Cedar Springs, MI 49319

ARTICLE I

NAME

This organization shall be called the CREATIVE TECHNOLOGIES ACADEMY (the "Academy" or the "corporation").

ARTICLE II

FORM OF ACADEMY

The Academy is organized as a non-profit, non-stock, directorship corporation.

ARTICLE III

OFFICES

Section 1. Principal Office. The principal office of the Academy shall be located in the State of Michigan.

Section 2. Registered Office. The registered office of the Academy may be the same as the principal office of the Academy, but in any event must be located in the State of Michigan, and be the business office of the registered agent, as required by the Michigan Nonprofit Corporation Act. Changes in the resident agent and registered address of the Academy must be reported to the Michigan Department of Consumer and Industry Services and to the Ferris State University (the "University") Charter Schools Office (the "CSO).

ARTICLE IV

BOARD OF DIRECTORS

Section 1. General Powers. The business, property and affairs of the Academy shall be managed by the Academy Board of Directors ("Academy Board"). The Academy Board may

delegate such powers to the officers and committees of the Academy Board as it deems necessary, so long as such delegation is consistent with the Articles, these Bylaws, the Charter Contract and Applicable Law.

Section 2. Method of Selection and Appointment, Etc. The method of selection and appointment, length of term, number of directors, oath of public office requirements, tenure, removal, resignation, compensation and prerequisite qualifications for and other matters pertaining to members of the Academy Board shall comply with the Resolution adopted by the University Board on December 14, 2018.

ARTICLE V

MEETINGS

Section 1. Annual Organizational and Regular Meetings. The Academy Board shall hold an annual organizational meeting each year prior to the first regular meeting of the year. The Academy Board must provide, by resolution, the time and place, within the State of Michigan, for the holding of regular monthly meetings. Prior to October 15th of each year, the Academy Board shall publicly present the Academy's Annual Report. The Academy Board shall provide notice of the annual organizational and all regular meetings as required by the Open Meetings Act. The regular meeting schedule may be altered, or regular meeting rescheduled, only by action of the Directors and with prior approval of the CSO.

Section 2. Special Meetings. A special meeting, which is a meeting in addition to a regular monthly meeting, may be called (a) by the President, or (b) by the Directors acting at a duly noticed and convened meeting. The place of the special meeting shall be the same place as the place designated for the holding of regular monthly meetings, or such other place as directed by the President or Directors. Special meetings shall not be used to take the place of regularly scheduled meetings, and business conducted shall be confined to subjects such as those which require immediate attention or additional study. Business which may be conducted at the meeting shall be limited to that stated in the notice of meeting. The holding of a special meeting shall be subject to prior review and approval of the CSO.

Section 3. Notice; Waiver. The Academy Board must comply with the public notice provisions of the Open Meetings Act. In addition, notice of any meeting shall be given to each Director stating the time and place of the meeting, delivered personally or mailed or sent by facsimile or email to each Director at the Director's business address or email address. Any Director may waive notice of any meeting by written statement sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4. Quorum. A number of Directors equal to a majority of the number of board member positions on the Academy Board as determined by resolution of the University Board, constitutes a quorum for the transaction of business at any meeting of the Board of Directors. If less than a quorum is present at a meeting which had been duly noticed and convened, then the

Directors present, by action of a majority, may adjourn and provide a time and place for reconvening the meeting, but shall have no authority to take other action. Notice of such reconvened meeting shall be given as provided by the Open Meetings Act.

Section 5. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Academy Board. No member of the Board of Directors may vote by proxy or by way of a telephone conference.

Section 6. Open Meetings Act. All meetings of the Academy Board shall at all times be in compliance with the Open Meetings Act.

Section 7. Presumption of Assent. A Director of the Academy Board who is present at a meeting of the Academy Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE VI

COMMITTEES

Section 1. Committees. The Academy Board, by resolution, may designate one or more committees, each committee to consist of one or more Directors selected by the Academy Board. As provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, the committees shall have such powers as delegated by the Academy Board, except (i) filling of vacancies in the officers of the Academy Board or committees created pursuant to this Section; (ii) amending the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, Bylaws or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act, as applicable. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Academy Board of its activities as the Academy Board may request.

ARTICLE VII

OFFICERS OF THE BOARD

Section 1. Number. The officers of the Academy shall be a President, Vice President, Secretary, Treasurer, and such assistant Treasurers and assistant Secretaries as may be selected by the Academy Board.

Section 2. Election and Term of Office. The Academy Board shall elect the initial officers at its first duly noticed meeting. Thereafter, the officers of the Academy shall be elected annually by the Academy Board. If the election of officers is not held at the annual organizational meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold

office while qualified or until the officer resigns or is removed in the manner provided in Section 3, or until a successor is elected.

Section 3. Removal. Any officer or agent elected or appointed by the Academy Board may be removed by the Academy Board whenever in its judgment the best interests of the corporation would be served thereby.

Section 4. Vacancies. A vacancy in any office shall be filled by appointment by the Academy Board for the unexpired portion of the term.

Section 5. President. 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 be an ex officio member of all standing committees and shall be Chairperson of those committees designated by the Academy Board. 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.

Section 6. Vice President. 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.

Section 7. Secretary. 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.

Section 8. Treasurer. 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 of 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.

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy Board shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine. However, no assistant shall be entitled to vote as a Director.

Section 10. Salaries. Officers of the Board, as Directors of the corporation, may not be compensated for their services. By resolution of the Academy Board, officers may be reimbursed for reasonable expenses incident to their duties.

Section 11. Filling More Than One Office. Subject to the statute concerning the Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the corporation except those of President and Vice President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Academy Board authorizes the execution of a contract or of any other instrument in the name of and on behalf of the corporation, without specifying the executing officers, the President or Vice President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto. No contract entered into, by or on behalf of the Academy Board, shall in any way bind Ferris State University or impose any liability on Ferris State University, its trustees, officers, employees or agents.

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan, advance, overdraft, or withdrawal by an officer or Director of the corporation, other than in the ordinary and usual course of the business of the Academy, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Ferris State University or impose any liability on Ferris State University, its trustees, officers, employees or agents.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Academy, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Academy Board.

Section 4. Deposits. All funds of the Academy shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 3 or 7 of Act No. 105 of the Public Acts of 1855, as amended, being sections 21.143 and 21.147 of the Michigan Compiled Laws.

Section 5. Voting of Gifted, Bequest or Transferred Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by any other corporation and owned or controlled by this corporation may be voted at any meeting of security holders of such other corporation by the President of this corporation or by proxy appointed by the President, or in the absence of the President and the President's proxy, by the Secretary or Treasurer of this corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity of any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation. This section shall in no way be interpreted to permit the corporation to invest any of its surplus funds in any shares or other securities issued by any other corporation. This section is intended to apply, however, to all gifts, bequests or other transfers of shares or other securities issued by any other corporation which are received by the corporation.

Section 6. Contracts Between Corporation and Related Persons. Any contract or proposed contract between a director, officer or employee of the Academy and the Academy shall be subject to Public Act 317 of 1968, MCL 50.321, *et seq.*, which governs contracts of public servants within the public entities in which they serve. For such contracts which may be permissible under the Act, the director, officer or employee shall comply with the public disclosure requirements of Act 317.

ARTICLE IX

INDEMNIFICATION

Each person who is or was a Director, officer or member of a committee of the Academy and each person who serves or has served at the request of the Academy as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Academy to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the corporation would have power to indemnify such person against such liability under the preceding sentence. The corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification to any employee or agent of the corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

ARTICLE X

FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of July in each year.

ARTICLE XI

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining (a) the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements of these bylaws and applicable law, and (b) the written approval of the changes or amendments by the University Board. These Bylaws and any amendments to them take effect only after they have been approved by both the Academy Board and by the University Board.

CERTIFICATION

The Academy Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan Public School Academy corporation in an open and public meeting, by the Academy Board on the 4/17/2019.

The Academy Board further certifies that these bylaws were provided to the Academy Board by the University Board and that a copy of the executed Bylaws is being presented to the University Board for approval.

Melissa Armstrong
Academy Board of Directors Secretary

APPROVED BY:

David C Ewig
Designee of University Board

Dated: 5/2/19

CONTRACT SCHEDULE 3

FISCAL AGENT AGREEMENT

SCHEDULE 3

FISCAL AGENT AGREEMENT

This Agreement is made and shall become effective as of the 1st day of July, 2019 by and among Ferris State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code as amended, (the "Code"), the State of Michigan (the "State") and the Board of Directors of CREATIVE TECHNOLOGIES ACADEMY ("Academy"), a public school academy.

Preliminary Recitals

WHEREAS, pursuant to the Code and the Contract dated July 1, 2019, the University Board, as authorizing body, is the fiscal agent for the Academy, and

WHEREAS, the University Board is required by law to forward any State School Aid Payments received from the State on behalf of the Academy to the Academy,

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01 Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

(a) "Account" means an account established by the Academy for the receipt of State School Aid Payments at a bank, savings and loan association, or credit union which is eligible to be a depository of surplus funds under Sections 5 or 6 of Act No. 105 of the Public Acts of 1855, being Sections 21.145 and 21.146 of the Michigan Compiled Laws.

(b) "Agreement" means this Fiscal Agent Agreement executed by the University Board, the Treasurer of the State of Michigan and the Academy.

(c) "Contract" means the contract to charter a public school academy which the University Board and the Academy are entering into on July 1, 2019.

(d) "Fiscal Agent" means the University Board or an officer or employee of Ferris State University as designated by the University Board.

(e) "Other Funds" means any other public or private funds which the Academy receives and for which the University Board may act as fiscal agent.

(f) "State School Aid Payment" means any payment of money the Academy receives from the school aid fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the School Aid Act of 1979, as amended.

(g) "State" means the State of Michigan.

(h) "State Board" means State Board of Education.

(i) "State Treasurer" means the office responsible for issuing funds to public school academies for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

Section 1.02 Terms and Conditions Definitions. Capitalized terms not defined herein and defined in the Contract Terms and Conditions shall have the meaning given in the Contract Terms and Conditions.

ARTICLE II

FISCAL AGENT DUTIES

Section 2.01 Receipt of School Aid Funds. The University Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the University Board and the Academy may also agree that the University will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02 Transfer to Academy. Except as provided in Article X of the Terms and Conditions of the Contract and in the Oversight Agreement, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within ten (10) days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable state board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03 Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State Aid School Payments received on behalf of the Academy from the State Treasurer. The duties of the Fiscal Agent are limited to the receipt and transfer to the Academy of State School Aid Payments and Other Funds received by the Academy. The Fiscal Agent shall have no duty to monitor or approve expenditures made by the Academy Board.

Section 2.04 Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board requests permission to direct that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the University Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid

Payments; (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form acceptable to the Fiscal Agent; and (iii) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the University Charter Schools Office may request. No such State School Aid Payment Agreement and Direction document shall take effect unless receipt thereof is acknowledged by the Fiscal Agent.

ARTICLE III

STATE DUTIES

Section 3.01 Eligibility for State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the eligibility of the Academy to receive State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the amount of State School Aid Payments, if any, that the Academy shall be entitled to receive.

Section 3.02 Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent or by electronic funds transfer into an account specified by the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

ARTICLE IV

ACADEMY DUTIES

Section 4.01 Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, an Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended.

Section 4.02 Expenditure of Funds. An Academy may expend funds from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and, subject to limitations contained in the Contract, may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 4.03 Mid-Year Transfers. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979.

Section 4.04 Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy.

Section 4.05 Deposit of Academy Funds. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of State School Aid Payments and Other Funds received by the Academy.

ARTICLE V

RECORDS AND REPORTS

Section 5.01 Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.02 Reports. Upon request of the Academy Board, the Fiscal Agent shall prepare and send to the Academy within thirty (30) days of June 30, a written report dated as of June 30 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds for which the University Board acted as Fiscal Agent under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

Section 6.01 Representations. The Fiscal Agent represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it in this Agreement and that it will carry out all of its obligations under this Agreement.

Section 6.02 Limitation on Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

The Fiscal Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

The Fiscal Agent shall not be liable for any deficiency in the State School Aid Payments received from the State Treasurer to which the Academy was properly entitled. The Fiscal Agent shall not be liable for any State School Aid overpayments made by the State Treasurer to the Academy for which the State subsequently seeks reimbursement.

In the event that the State, the State Board of Education or the Superintendent of Public Instruction provides written instructions to the Fiscal Agent, requesting that the Fiscal Agent return to the Department of Treasury any State School Aid Funds allocated to the Fiscal Agent for the Academy, the Fiscal Agent shall not be liable to the Academy for returning such funds to the State.

Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement between Ferris State University Board of Trustees and the Board of Directors of CREATIVE TECHNOLOGIES ACADEMY.

By: Deborah M. Roberts

Deborah M. Roberts, Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: April 11, 2019

LA\22916.2
IDALCW

CONTRACT SCHEDULE 4

OVERSIGHT AGREEMENT

SCHEDULE 4

OVERSIGHT AGREEMENT

This Agreement is made and shall become effective as of the 1st day of July, 2019, by and between Ferris State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code as amended (the "Code"), and the Board of Directors of CREATIVE TECHNOLOGIES ACADEMY ("Academy"), a public school academy as defined by the Code.

Preliminary Recitals

WHEREAS, the University Board, subject to the leadership and general supervision of the State Board of Education over all public education, is responsible for overseeing the Academy's compliance with the Contract and all Applicable Law;

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01 Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

(a) "Agreement" means this Oversight Agreement executed by the University Board and the Academy.

(b) "Applicable Law" means all state and federal laws applicable to public school academies.

(c) "Compliance Certification Duties" means the Academy's duties set forth in Section 2.02.

(d) "Contract" means the contract to charter a public school academy which the University Board and the Academy are entering into on July, 1, 2019.

(e) "Oversight Responsibilities" means the University Board's oversight responsibilities set forth in Section 2.01.

(f) "State School Aid Payment" means any payment of money the Academy receives from the state school aid fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the School Aid Act of 1979 as amended.

Section 1.02 Terms and Conditions Definitions. Capitalized terms not defined herein and defined in the Contract Terms and Conditions shall have the meaning given in the Contract Terms and Conditions.

ARTICLE II

OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

Section 2.01 Oversight Responsibilities. The University Board as it deems necessary to fulfill its oversight responsibilities, may undertake or delegate to others, the following responsibilities:

(a) Request that Ferris State University's chief financial officer conduct a review of the Academy's audited financial reports as submitted, including the auditor's management letters, and report to the University Board any exceptions as well as any failure on the part of the Academy to meet generally accepted public sector accounting principles.

(b) Direct a designee of the University Board to conduct a review of the records or operations of the Academy to determine compliance with Applicable Law and the Contract.

(c) Attend a meeting annually of the Academy Board of Directors and a designee of the University Board not less than annually. In addition, the Academic Affairs/Student Affairs Committee of the University Board may meet with the Academy Board and its School Administrator at such additional times as shall be determined by the University Board.

(d) Institute action pursuant to the terms of the Contract to terminate, suspend, revoke or reform the Contract.

(e) Monitor the Academy's compliance with the Contract, the Code, and all other Applicable Law.

(f) Request periodic reports from the Academy regarding any aspect of its operation, including, without limitation, the Academy's performance in meeting its targeted educational goals.

(g) Request evidence that the Academy has obtained the necessary permits and certificates of compliance to operate as a public school from the applicable governmental agencies, including without limitation, the Michigan Consumer and Industry Services' Office of Fire Safety, the Bureau of Construction Codes and local health departments and the Michigan Department of Labor.

(h) Determine whether the Academy has failed to abide by or meet the educational goals as set forth in the Contract.

(i) Provide supportive services to the Academy as deemed necessary and/or appropriate by the University Board or its designee.

(j) Evaluate whether the Michigan Educational Assessment Program(s), nationally recognized achievement test or other standardized tests, or other assessment programs selected by the Academy are or have been appropriately administered to the Academy's student population, goals and programs.

(k) Perform such other duties and responsibilities, in its sole discretion, which it deems necessary in order to conduct oversight of the academy's compliance with this Contract and Applicable Law.

(l) Will make available Board orientation that each new Board member must complete prior to being seated on the academy Board.

Section 2.02 Compliance Certification Duties. The Academy agrees to perform all of the following Compliance Certification Duties:

(a) Submit quarterly interim financial reports to the director of charter schools at Ferris State University.

(b) Permit inspection of the Academy's records and/or premises at any time by a designee of the University Board.

(c) Report any litigation or formal proceedings alleging violation of any Applicable Law by the Academy to the University Board, or its designee.

(d) Upon request, provide copies of information submitted to the Department of Education, the Superintendent of Instruction or the State Board to the University Board, or its designee.

(e) [Intentionally omitted.]

(f) Provide the University Board, or its designee, with a copy of the proposed annual budget for the upcoming fiscal year of the Academy as provided in the Contract.

(g) Provide minutes of all Academy Board of Directors' meetings to the University Board, or its designee, as the University Board may determine, no later than ten days after such minutes are approved.

(h) Submit within thirty (30) days to the University Board or its designee, copies of insurance policies binder sheets evidencing all insurance required by the Contract, and proof of naming of University as additionally insured. The Academy shall properly maintain the necessary insurance certificates evidencing the insurance required by the Contract.

(i) Following review but prior to approval by the Academy Board, a copy of the Academy's lease or deed for its physical facilities shall be submitted to the CSO for review and comment.

(j) Submit to the University Board or its designee, copies of all fire, health and safety approvals required by law for the operation of a school.

(k) Submit to the University Board or its designee, an inspection report regarding asbestos-containing materials in the building. The Academy must develop and adopt a management plan as required.

(l) Submit annually to the CSO a description of how the Academy will provide notice of the application process and enrollment period to persons most likely to be interested in the Academy. At a minimum, these notices must (i) include some evening and weekend time for enrolling students in the Academy, (ii) set forth the date for the holding of a random selection drawing if such a drawing becomes necessary, and (iii) comply with any applicable University Board or CSO policies from time to time in effect regarding this subject.

(m) Submit to the CSO a copy of any agreement with an Educational Service Provider to provide persons to perform work at the Academy, together with a detailed description of the means by which the Educational Service Provider will be held accountable to the Academy Board for the day-to-day performance of its obligations under such agreement.

(n) If the Academy desires to (i) finance the acquisition by lease, purchase, or other means, of facilities or equipment, in excess of $150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., or (ii) direct that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit a written request to the CSO Director describing the proposed transaction and the facilities or equipment to be acquired with the proceeds thereof (if any), and in the case of a transaction described in subparagraph (ii) of this paragraph, shall submit to the University Charter Schools Office: (a) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; (b) a copy of a State School Aid Payment Agreement and Direction document that is in a form acceptable to the University Charter Schools Office; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the University Charter Schools Office may request. The CSO Director may disapprove the proposed transaction in his or her sole discretion. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. By not disapproving a proposed transaction, the CSO Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

(o) By June 1st of each year, the Academy Board shall provide a copy of the Academy Board's public meeting schedule for the upcoming school year. The Academy Board's public meeting schedule shall include the date, time and location of the public meetings for the upcoming school year. Within ten (10) business days of Academy Board approval, the Academy Board shall provide a copy to the CSO of any changes to the Academy Board public meeting schedule.

Section 2.03 Waiver and Delegation of Oversight Procedures. The University Board or its designee and the Academy may agree to modify or waive any of the Oversight Duties or Compliance Certification Duties. The University Board may delegate its Oversight Duties, or any portion of its Oversight Duties, to an officer of Ferris State University or others.

ARTICLE III

RECORDS AND REPORTS

Section 3.01 Records. The University Board shall keep records of all Oversight Duties conducted, and these records shall be available for inspection at reasonable hours and under reasonable conditions by the Academy. The Academy will keep records in which complete and correct entries shall be made of all Compliance Certification Duties conducted, and these records shall be available for inspection at reasonable hours and under reasonable conditions by the University Board.

ARTICLE IV

MISCELLANEOUS

Section 4.01 Administrative Fee. The Academy agrees to pay to the University Board an administrative fee of three percent (3%) of the state school aid payments (pupil foundation fee only) received by the Academy. This fee shall be retained by the University Board from each State School Aid Payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for overseeing the Academy's compliance with the Contract and all Applicable Law.

Section 4.02 Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Academy and the University Board by this Agreement.

CONTRACT SCHEDULE 5

DESCRIPTION OF STAFF RESPONSIBILITIES

CREATIVE TECHNOLOGIES ACADEMY

PERSONNEL OFFICE

POSITION DESCRIPTION

POSITION TITLE:	**6-12 PRINCIPAL**
SUPERSEDES:	**None**
EFFECTIVE DATE:	**July 1, 2017**
DEPARTMENT(S)	**N/A**
F.L.S.A.	**Exempt**
GROUP:	**Professional (At-will) – Level 2**

I. SUMMARY FUNCTION

The Principal will provide leadership and administration which will motivate instructional and support personnel to strive for superior performance so as to provide the best possible opportunities for student growth and development, both educationally and personally. Responsible for maintaining confidentiality of designated information.

II. LINE OF AUTHORITY

Directly responsible to the Superintendent/School Leader

III. SUPERVISION OF OTHERS

Responsible for the supervision and training of assigned staff within area of responsibility. Carry out all supervisory responsibilities in accordance with CTA policies and applicable legislation. Direct supervision over:

1. Licensed Staff – Teachers, Teacher Aides, Counselors, Contracted Special Education Professionals
2. Administrative Assistant
3. Athletic Director
4. All regular instructional and other professional staff members assigned to the school.

IV. AREAS OF RESPONSIBILITY

In addition to the primary function, the principal shall be responsible for:

1. Developing and administering the general school routine, and coordinate all activities within the school building.
2. Participating in the selection of new teaching and classified personnel.
3. Observing, counseling, and motivating professional staff toward performances to attain the educational goals of the District.

4. Utilizing to the fullest extent possible, all available school facilities, materials, and staff service personnel.
5. Continually evaluating existing programs and practices, curriculum content, and pilot or experimental programs.
6. Maintaining an educational philosophy and school climate which encourages a cooperative and participating attitude on the part of all teachers and students.
7. Maintaining a standard of student behavior designed to command respect and minimize school and classroom interruptions.
8. Encouraging and initiating continued improvement in curriculum and teaching methods in cooperation with District Administration, subject area specialists, and faculty.
9. Identifying intellectual, physical, social and emotional needs affecting students' success in school, and taking steps to direct and coordinate the efforts of teachers and parents with staff services and special education personnel.
10. Planning and submitting annual budget needs for the building to the Director of Business Affairs prior to April 1 of each year.
11. Maintaining effective communication to keep the staff, students, and parents properly informed.
12. Orienting new personnel assigned to the school.
13. Having school records available and up to date for ready reference and reporting.
14. Planning and conducting faculty meetings as necessary.
15. Interpreting and clarifying relationships between teachers, subject area chairpersons, and specialized personnel in accordance with District policy.
16. Affecting or recommending changes which will lead to improved administration, supervision and opportunity for student development.
17. Making recommendations to District Administration on any matter which will improve the excellence of the District.
18. Actively participating and encouraging staff participation in parent-teacher and other community groups, as a means of developing understanding, cooperation, and respect for school objectives and endeavors.
19. Review, authorize, or disapprove all professional staff requests for instructional materials and equipment within the approved budget.
20. Authorizing all requests for special pupil transportation needs of the professional staff.
21. Attending professional conferences, seminars, and workshops in education and/or educational administration as per master agreement and/or Superintendent.
22. Performing all other acts reasonable and necessary to accomplish his/her primary function as requested by the Superintendent.

The Principal's responsibilities shall include, but not be limited to the following:

- Administer to the requirements of ESSA (Every Student Succeeds Act and the Michigan Department of Education
- School Improvement efforts
- Assist in Grant Applications
- Scheduling and Supervising all Standardized Testing and Related Compliance

- Demographics/Attendance/Grades
- Teacher Growth Plans/IDPs, Observations, and Evaluations
- Student Supervision/Discipline
- Special Education
- Curriculum
- Student Services and Activities – Recruitment, Admissions and Enrollment, Interscholastic Athletics, Clubs
- And all other duties as assigned by the Superintendent.

V. REQUIRED QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each of the essential duties satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

VI. EDUCATION/SKILLS

Minimum: Masters degree in related field. State of Michigan Administrator Certificate

Must be detail oriented.

Must be able to:

1) maintain a positive working relationship with faculty, staff, field representatives/FSU, board members, and parents and constituents.
2) make sound decisions within the parameters of authority.
3) work on multiple projects and adhere to deadlines.
4) communicate effectively both orally and in writing.
5) handle confidential material.
6) be tactful and courteous at all times.

Work Experience

Minimum: Five years of successful full-time demonstrated work experience in a related professional management system, preferably within an education environment.

VI. DISCLAIMER

This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit or in any way to modify the right of any supervisor to assign, direct and control the work of employees under his/her supervision. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

COMMITTEE MEMBERSHIPS

1. 6-12 Staff Meetings (Chair)
2. School Improvement Plan Committee
3. Administrative Council

CREATIVE TECHNOLOGIES ACADEMY

PERSONNEL OFFICE

POSITION DESCRIPTION

POSITION TITLE:	**Instructional Coach**
SUPERSEDES:	**None**
EFFECTIVE DATE:	**July 1, 2017**
DEPARTMENT(S)	**N/A**
F.L.S.A.	**Exempt**
GROUP:	**Professional (At-will) – Level 4**

I. **SUMMARY FUNCTION: Serve as the Instructional Coach for grades K-5 of the Academy, with a focus on early literacy for grades K-3. Coordinate needs and requirements for the school and the students. Assure that required documentation is received, or reviewed, or sent out in a timely manner.**

II. **CHARACTERISTIC DUTIES include the following. Other duties may be assigned.**

Essential (Instructional Coach)

1. **Keep abreast of federal and state legislation and changes in law for early literacy including, but not limited to, Act No. 306, P.A. 2016, effective October 6, 2016.**
2. **Support and provide initial and ongoing professional development to teachers in all of the following;**
    a. **Each of the five major reading components (phonemic awareness, phonics, fluency, vocabulary, and comprehension), as needed, based on an analysis of pupil performance data.**
    b. **Administering and analyzing instructional assessments.**
    c. **Providing differentiated instruction and intensive intervention.**
    d. **Using progress monitoring.**
    e. **Identifying and addressing reading deficiency.**
3. **Model effective instructional strategies for teachers.**
4. **Facilitate study groups.**
5. **Train teachers in data analysis and using data to differentiate instruction.**

6. Coach and mentor colleagues.
7. Work with teachers to ensure that evidence-based reading programs such as comprehensive core reading programs, supplemental reading programs, and comprehensive intervention reading programs are implemented with fidelity.
8. Train teachers to diagnose and address reading deficiency.
9. Work with teachers in applying evidence-based reading strategies in other content areas, including, but not limited to, prioritizing time spent on those teachers, activities, and roles that will have the greatest impact on pupil achievement and prioritizing coaching and mentoring in classrooms.
10. Help to increase instructional density to meet the needs of all pupils.
11. Help lead and support reading leadership teams at the school.
12. Continue to increase his/her knowledge base in best practices in reading instruction and intervention.
13. For each teacher who teaches in a classroom for grades K to 3, model for the teacher and coach the teacher in, instruction with pupils in whole and small groups.
14. Work frequently with pupils in whole and small group instruction or tutoring in the context of modeling and coaching in or outside of teachers' classrooms.
15. Assist and work with the School Leader and the Administrative Council to:
    a. Target specific areas of professional development for teachers in grades K-3 based on the reading development data for incoming pupils.
    b. Differentiate and intensify professional development for teachers based on data gathered by monitoring teacher progress in improving pupil proficiency rates among their pupils.
    c. Establish a collaborative system within the school to improve reading proficiency rates in grades K-3.
    d. Ensure that time is provided for teachers to meet for professional development.

III. RESPONSIBILITIES: Reports directly to the K-5 Principal. Responsible for maintaining confidentiality of designated information.

IV. SUPERVISORY RESPONSIBILITIES: Responsible for the supervision and training of assigned staff within area of responsibility. Carry out all supervisory responsibilities in accordance with CTA policies and applicable laws.

V. REQUIRED QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each of the essential duties satisfactorily. The requirements listed in this position description are representative of the

knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Skills

Minimum: Bachelors degree and advanced coursework in reading or have completed professional development in evidence-based literacy instructional strategies. Must have sufficient knowledge of scientifically based reading research, special expertise in quality reading instruction and infusing reading strategies into content area instruction, and data management skills. Must have a strong knowledge base in working with adults. Must be detail oriented.

Needs ability to:

1) **maintain a positive working relationship with faculty, staff, field representatives/FSU, board members, and parents and constituents.**
2) **make sound decisions within the parameters of authority.**
3) **work on multiple projects and adhere to deadlines.**
4) **communicate effectively both orally and in writing.**
5) **handle confidential material.**
6) **be tactful and courteous at all times.**

Work Experience

Minimum: Five or more years of successful experience as a classroom teacher. Coaching/mentoring experience is preferred.

VI. DISCLAIMER

This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit or in any way to modify the right of any supervisor to assign, direct and control the work of employees under his/her supervision. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

COMMITTEES AND REQUIRED MEETINGS

1. Staff Meetings, Professional Development, Professional Learning Community, Data Team Meetings

2. School Improvement Plan and other committees as offered or assigned (If on one or more of these committees, compensation is offered to teachers – not administrators.)

REQUIRED ACTIVITIES (events)

1. Student Led Conferences
2. Open House
3. Two "Town Hall Meeting" nights with parents
4. Faculty/Staff Holiday Party
5. Special Events/Drama/Music Concerts by grade level
6. Graduation

Revision Dates: May 16, 2018

CREATIVE TECHNOLOGIES ACADEMY

PERSONNEL OFFICE

POSITION DESCRIPTION

POSITION TITLE:	**K-5 Interventions Coordinator (PT)**
SUPERSEDES:	**None**
EFFECTIVE DATE:	**July 1, 2017**
DEPARTMENT(S)	**N/A**
F.L.S.A.	**Exempt**
GROUP:	**Professional (At-will) – Level 4**

I. **SUMMARY FUNCTION: Serve as the Interventions Coordinator for grades K-5 of the Academy. Coordinate needs and requirements for the school and the students. Assure that required documentation is received, or reviewed, or sent out in a timely manner.**

II. **CHARACTERISTIC DUTIES include the following. Other duties may be assigned.**

Essential (K-5 Interventions Coordinator)

1. **Implement with fidelity the Leveled Literacy Intervention program.**
2. **Fulfill MTSS for grades K-3, with specific responsibility for reading at risk students in those grades, 30 minutes per grade, 3X per week.**
3. **Administer all national and state assessments in grades K-3 in compliance with state and federal legislation.**
4. **Develop programs for at home interventions and offer training for parents in those programs.**
5. **Host a Literacy Night two times per year (once each semester).**

III. **RESPONSIBILITIES: Reports directly to the K-5 Principal. Responsible for maintaining confidentiality of designated information.**

IV. **SUPERVISORY RESPONSIBILITIES: Responsible for the supervision and**

training of assigned staff within area of responsibility. Carry out all supervisory responsibilities in accordance with CTA policies and applicable laws.

V. **REQUIRED QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each of the essential duties satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.**

Education/Skills

Minimum: Bachelors degree in related field. Must have a strong knowledge base in working with adults. Must be detail oriented.

Needs ability to:

1) **maintain a positive working relationship with faculty, staff, field representatives/FSU, board members, and parents and constituents.**
2) **make sound decisions within the parameters of authority.**
3) **work on multiple projects and adhere to deadlines.**
4) **communicate effectively both orally and in writing.**
5) **handle confidential material.**
6) **be tactful and courteous at all times.**

Work Experience

Minimum: Successful experience as a classroom teacher.

VI. **DISCLAIMER**

This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit or in any way to modify the right of any supervisor to assign, direct and control the work of employees under his/her supervision. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

COMMITTEES AND REQUIRED MEETINGS

1. Staff Meetings, Professional Development, Professional Learning Community, Data Team Meetings

2. School Improvement Plan and other committees as offered or assigned (If on one or more of these committees, compensation is offered to teachers – not administrators.)

REQUIRED ACTIVITIES (events)

1. Student Led Conferences
2. Open House
3. Two "Town Hall Meeting" nights with parents
4. Faculty/Staff Holiday Party
5. Special Events/Drama/Music Concerts by grade level
6. Graduation

Revision Dates: May 16, 2018

CREATIVE TECHNOLOGIES ACADEMY

PERSONNEL OFFICE

POSITION DESCRIPTION

POSITION TITLE: K-5 PRINCIPAL
SUPERSEDES: None
EFFECTIVE DATE: July 1, 2017
DEPARTMENT(S) N/A
F.L.S.A. Exempt
GROUP: Professional (At-will) – Level 2

I. SUMMARY FUNCTION

The Principal will provide leadership and administration which will motivate instructional and support personnel to strive for superior performance so as to provide the best possible opportunities for student growth and development, both educationally and personally. Responsible for maintaining confidentiality of designated information.

II. LINE OF AUTHORITY

Directly responsible to the Superintendent/School Leader

III. SUPERVISION OF OTHERS

Responsible for the supervision and training of assigned staff within area of responsibility. Carry out all supervisory responsibilities in accordance with CTA policies and applicable legislation. Direct supervision over:

1. Licensed Staff – Teachers, Teacher Aides, Counselors, Literacy Coach, Contracted Special Education Professionals
2. Administrative Assistant
3. All regular instructional and other professional staff members assigned to the school.

IV. AREAS OF RESPONSIBILITY

In addition to the primary function, the principal shall be responsible for:

1. Developing and administering the general school routine, and coordinate all activities within the school building.
2. Participating in the selection of new teaching and classified personnel.
3. Observing, counseling, and motivating professional staff toward performances to attain the educational goals of the District.
4. Utilizing to the fullest extent possible, all available school facilities, materials, and staff service personnel.

5. Continually evaluating existing programs and practices, curriculum content, and pilot or experimental programs.
6. Maintaining an educational philosophy and school climate which encourages a cooperative and participating attitude on the part of all teachers and students.
7. Maintaining a standard of student behavior designed to command respect and minimize school and classroom interruptions.
8. Encouraging and initiating continued improvement in curriculum and teaching methods in cooperation with District Administration, subject area specialists, and faculty.
9. Identifying intellectual, physical, social and emotional needs affecting students' success in school, and taking steps to direct and coordinate the efforts of teachers and parents with staff services and special education personnel.
10. Planning and submitting annual budget needs for the building to the Director of Business Affairs prior to April 1 of each year.
11. Maintaining effective communication to keep the staff, students, and parents properly informed.
12. Orienting new personnel assigned to the school.
13. Having school records available and up to date for ready reference and reporting.
14. Planning and conducting faculty meetings as necessary.
15. Interpreting and clarifying relationships between teachers, subject area chairpersons, and specialized personnel in accordance with District policy.
16. Affecting or recommending changes which will lead to improved administration, supervision and opportunity for student development.
17. Making recommendations to District Administration on any matter which will improve the excellence of the District.
18. Actively participating and encouraging staff participation in parent-teacher and other community groups, as a means of developing understanding, cooperation, and respect for school objectives and endeavors.
19. Review, authorize, or disapprove all professional staff requests for instructional materials and equipment within the approved budget.
20. Authorizing all requests for special pupil transportation needs of the professional staff.
21. Attending professional conferences, seminars, and workshops in education and/or educational administration as per master agreement and/or Superintendent.
22. Performing all other acts reasonable and necessary to accomplish his/her primary function as requested by the Superintendent.

The Principal's responsibilities shall include, but not be limited to the following:

- Administer to the requirements of ESSA (Every Student Succeeds Act and the Michigan Department of Education
- School Improvement efforts
- Assist in Grant Applications
- Scheduling and Supervising all Standardized Testing and Related Compliance
- Demographics/Attendance/Grades
- Teacher Growth Plans/IDPs, Observations, and Evaluations

- Student Supervision/Discipline
- Special Education
- Curriculum
- Student Services and Activities – Recruitment, Admissions and Enrollment, Interscholastic Athletics, Clubs
- And all other duties as assigned by the Superintendent.

V. REQUIRED QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each of the essential duties satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

VI. EDUCATION/SKILLS

Minimum: Masters degree in related field. State of Michigan Administrator Certificate

Must be detail oriented.

Must be able to:

1) maintain a positive working relationship with faculty, staff, field representatives/FSU, board members, and parents and constituents.
2) make sound decisions within the parameters of authority.
3) work on multiple projects and adhere to deadlines.
4) communicate effectively both orally and in writing.
5) handle confidential material.
6) be tactful and courteous at all times.

Work Experience

Minimum: Five years of successful full-time demonstrated work experience in a related professional management system, preferably within an education environment.

VI. DISCLAIMER

This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit or in any way to modify the right of any supervisor to assign, direct and control the work of employees under his/her supervision. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

COMMITTEE MEMBERSHIPS

1. K-5 Staff Meetings (Chair)
2. School Improvement Plan Committee
3. Administrative Council

CREATIVE TECHNOLOGIES ACADEMY

PERSONNEL OFFICE

POSITION DESCRIPTION

POSITION TITLE:	**K-8 Assessment Coordinator (part-time)**
SUPERSEDES:	**None**
EFFECTIVE DATE:	**July 1, 2017**
DEPARTMENT(S)	**N/A**
F.L.S.A.	**Exempt**
GROUP:	**Professional (At-will) – Level 4**

I. **SUMMARY FUNCTION: Serve as the Assessment Coordinator for grades K-8 of the Academy. Coordinate needs and requirements for the school and the students. Assure that required documentation is received, or reviewed, or sent out in a timely manner.**

II. **CHARACTERISTIC DUTIES include the following. Other duties may be assigned.**

Essential (K-8 Assessment Coordinator)

1. **Supervise testing and coordinate testing logistics with the Principal(s).**
2. **Complete reports necessary for submission to Epicenter as assigned by the Principal or School Leader.**
3. **Develop and implement all testing schedules for grade levels assigned.**
4. **Work with the Principal and IT provider to facilitate necessary support and protocols for computer based testing (CBT).**
5. **Maintain high level of security for all testing documents, both state and district.**
6. **Follow state and district requirements related to testing.**
7. **Complete all required documentation for state and district testing.**
8. **Collect and report pertinent data as needed.**
9. **Work with sites to ensure proper identification and integrity of data of special populations for the purpose of test pre-identification and reporting (ELL, economically disadvantaged, GATE, Title 1, foster youth, SPED, etc.).**

10. Coordinate and provide support for inputting all testing information into the Student Information System.

III. RESPONSIBILITIES: Reports directly to the Principal. Responsible for maintaining confidentiality of designated information.

IV. SUPERVISORY RESPONSIBILITIES: Responsible for the supervision and training of assigned staff within area of responsibility. Carry out all supervisory responsibilities in accordance with CTA policies and applicable laws.

V. REQUIRED QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each of the essential duties satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Skills

Minimum: Bachelors degree and teaching experience, and data management skills. Must be detail oriented.

Needs ability to:

1) maintain a positive working relationship with faculty, staff, field representatives/FSU, board members, and parents and constituents.
2) make sound decisions within the parameters of authority.
3) work on multiple projects and adhere to deadlines.
4) communicate effectively both orally and in writing.
5) handle confidential material.
6) be tactful and courteous at all times.

Work Experience

Minimum: Two or more years of successful experience as a classroom teacher.

VI. DISCLAIMER

This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit or

in any way to modify the right of any supervisor to assign, direct and control the work of employees under his/her supervision. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

CREATIVE TECHNOLOGIES ACADEMY

PERSONNEL OFFICE

POSITION DESCRIPTION

POSITION TITLE: Administrative Assistant – Student Services
SUPERSEDES: None
EFFECTIVE DATE: July 1, 2003
DEPARTMENT(S): N/A
F.L.S.A.: Exempt
GROUP: Staff (At-will) – Level 5

I. **SUMMARY FUNCTION: An administrative assistant will serve at the discretion of the Administrator(s) to whom the assistant is assigned.**

II. **CHARACTERISTIC DUTIES include the following: Other duties may be assigned.**

<u>Essential for Administrative Assistant to Principals</u>

1. **Register students**
    a. **Maintain records and miscellaneous student forms**
    b. **Maintain waiting list**
2. **Attendance.**
    a. **Receive calls and record attendance and tardies**
    b. **Call parents when necessary (absences or sick)**
    c. **Maintain sign-in and sign-out systems**
    d. **Prepare for attendance audit**
3. **Answer phone at specified times**
4. **Handle student inquiries throughout day**
5. **Maintain and distribute student medications**
6. **Maintain and file discipline notifications and incident reports**
7. **Oversee:**
    a. **Student computer passwords**
    b. **Student locker combinations**
    c. **Detention notifications**
8. **Assist with student activities and chair the Prom committee**
9. **Insure that students have permission for after-school activities**
10. **Ensure availability of needed inventory of registration packets, brochures, and student handbooks.**

Essential for Other Administrative Needs

Miscellaneous as assigned by any member of the Administrative Council. In addition to working with the Principals, this position will require a working relationship with other members of the Administrative Council during summer hours, including but not limited to serving as the receptionist to receive and transfer all calls during work hours and completing projects as assigned by administrators.

Marginal

1. **Perform various assigned duties of other employees in their absence as requested by supervisor or other member of Administrative Council.**

III. **RESPONSIBILITIES: Reports to the K-5 Principal. Also responsible for maintaining confidentiality of designated information.**

IV. **SUPERVISORY RESPONSIBILITIES: Responsible for the supervision of students who may be in detention if Principals are out of the office.**

V. **REQUIRED QUALIFICATIONS: To perform this job successfully, an individual must be able to perform essential duties satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.**

Education/Skills

Minimum: Must enjoy being around students. Must have a warm, caring, and personable manner and convey love for the learning environment and interest in the job.

Desirable: Proficient in MS Office software, basic computer skills, good communicator (oral and written).

Needs ability to:

1) maintain a positive working relationship with students, faculty, administrators, staff, field representatives from FSU, board members, parents, and constituents.
2) make sound decisions within the parameters of authority.
3) work on multiple projects and adhere to deadlines.
4) handle confidential material.
5) be tactful and courteous at all times.
6) learn computer software necessary for CTA student records (Infinite Campus)

No prior work experience required.

VI. DISCLAIMER

This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit or in any way to modify the right of any supervisor to assign, direct and control the work of employees under his/her supervision. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

Date developed: July 1, 2005
Revision date: June 20, 2013, May 16, 2018

CREATIVE TECHNOLOGIES ACADEMY

PERSONNEL OFFICE

POSITION DESCRIPTION

POSITION TITLE:	**Business Manager (CAO)/Marketing Coordinator/Personnel Records Coordinator**
SUPERSEDES:	**None**
EFFECTIVE DATE:	**January 2, 1999**
DEPARTMENT(S)	**N/A**
F.L.S.A.	**Exempt**
GROUP:	**Administrative (At-will) – Level 2**

---

1. **SUMMARY FUNCTION: Serve as the Business Manager (Chief Administrative Officer), Marketing Coordinator, and Personnel Records Coordinator for Creative Technologies Academy. To work individually and as a team to assure the smooth, efficient, and accurate operation within the Business Services Office so that the office's maximum positive impact on the educational system can be realized as an effective part of the educational process. This position is responsible for the fiscal function of the school in accordance with generally accepted accounting principles and school district policy. Coordinate needs and requirements for the school and the students. Assure that required documentation is received, or reviewed, or sent out in a timely manner.**

11. **CHARACTERISTIC DUTIES include the following: Other duties may be assigned.**

<u>Essential (Business Manager)</u>

1. **The Complete System of Accounting.**
   a) **Financial analysis**
   b) **Internal and external reporting (including authorizer, State, and Federal)**
   c) **Cash management**
   d) **Budgeting**
   e) **Financial accounting**
   f) **Financial forcasting**
   g) **Purchasing and inventories (purchase order system); RFP's and bids for services.**
   h) **Contract administration**
   i) **Payroll and fringe benefits**

j) Accounts receivable and payable
k) Financial statements and audits
l) Grants oversight and reporting
m) All required State and Federal reporting
n) Oversee all general insurances.

2. Supervision of Custodial Services.
3. Supervision of Food Services and kitchen.
4. Supervision of physical plant maintenance and security.
5. Annual Reporting – see page 4.

Essential (Marketing)

1. Develop a budget based on estimated maximum need. (Do not use if not needed.)
2. Work with the Superintendent/School Leader and Dean of Students to develop a marketing program according to the need for additional students to fill classes.

Essential (Personnel Records)

1. Prepare Employment Intent Declarations for all employees for approval by the School Leader and the Board of Directors.
2. Collect and organize credentials and other required information for personnel files.
3. Collect and track absence reports (vacation and/or personal days) for files.
4. Keep insurance records, including health, dental, vision, life, and long term disability.
5. Keep track of benefits for personnel.
6. Review Personnel guide annually and make recommended changes/updates to the School Leader.

Marginal

1. Perform various assigned responsibilities of other employees in their absence.

111. RESPONSIBILITIES: Reports directly to the Superintendent/School Leader/Principal. Responsible for maintaining confidentiality of designated information.

1V. SUPERVISORY RESPONSIBILITIES: Responsible for the supervision and training of assigned staff within area of responsibility, specifically

maintenance, custodial and kitchen, security, and safety. Carry out all supervisory responsibilities in accordance with CTA policies and applicable laws.

V. REQUIRED QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Skills/Experience

- Minimum of a four year degree accounting, finance or a related field; or equivalent combination of education and experience.
- Possess or qualify for the Michigan School Business Officials Chief Financial Officer Certification (desired).
- Minimum three years of successful full-time demonstrated work experience in a related professional management system, preferably within an education environment.
- Proficient in Microsoft Office programs.
- Excellent written and verbal communication skills.
- Strong analytical and problem solving skills.
- Must maintain confidentiality at all times.
- Ability to work independently and make decisions in accordance with established policies and regulations.
- Good health, high moral character, and good attendance record.
- Polite, courteous, and tactful with internal and external customers.
- Maintain a positive relationship with faculty, staff, authorizer personnel, board members, parents, students, and other stakeholders.
- Ability to be an ambassador for the organization at all times.
- Sound decision making within the parameters of authority.
- Work on multiple projects and adhere to deadlines.

VI. DISCLAIMER

This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit or in any way to modify the right of any supervisor to assign, direct and control the work of employees under his/her supervision. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

COMMITTEES

1. Administrative Council

2. **School Improvement Plan Committee**
3. **Attend CTA board finance committee**

ANNUAL REPORTING OVERSIGHT

1. **Quarterly Financial Statements**
2. **MPSERS report -- Employee retirement**
3. **REP -- Registry of Educational Personnel**
4. **FID -- Financial Information Database**
5. **Annual Independent Financial Audit**
6. **SE-4096**

Revision dates: July 1, 2006, July 1, 2011; September 21, 2016

Creative Technologies Academy provides Equal Employment Opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, or genetics. In addition to federal law requirements, CTA complies with applicable state and local laws governing nondiscrimination in employment.

CREATIVE TECHNOLOGIES ACADEMY

PERSONNEL OFFICE

POSITION DESCRIPTION

POSITION TITLE: Custodial Aide (Part Time)
SUPERSEDES: None
EFFECTIVE DATE: July 1, 1998
DEPARTMENT(S) N/A
F.L.S.A. Non-Exempt
GROUP: Staff (At-will) – Level 6

I. SUMMARY FUNCTION: Serve as a Custodial Aide for Creative Technologies Academy.

II. CHARACTERISTIC DUTIES include the following. Other duties may be assigned.

Essential

1. Clean buildings as assigned by supervisor on the CTA campus.

Marginal

1. Perform various assigned responsibilities, if possible, when asked.

III. RESPONSIBILITIES: Reports directly to the Business Manager. Responsible for maintaining confidentiality of designated information.

IV. SUPERVISORY RESPONSIBILITIES: Responsible for the supervision and training of any persons and/or students assigned to work in this area if assigned by Business Manager. Carry out all supervisory responsibilities in accordance with CTA policies and applicable laws.

V. **REQUIRED QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.**

Education/Skills

Minimum: Two years of demonstrated work experience.

Needs ability to:

1) **maintain a positive working relationship with faculty, staff, and students.**
2) **flexibility to serve in other areas as assigned by the Business Manager**
3) **make sound decisions within the parameters of authority.**
4) **communicate effectively.**
5) **be tactful and courteous at all times.**

Physical

1. **lift a minimum of 25 pounds and sometimes up to 40 pounds.**
2. **walk, lift, bend, pull and push.**
3. **work in awkward positions.**
4. **stand a considerable amount of time.**
5. **must be in good physical condition.**
6. **use good judgment regarding safety while working.**

VI. DISCLAIMER

This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit or in any way to modify the right of any supervisor to assign, direct and control the work of employees under his/her supervision. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

Revision dates: July 1, 2004; July 1, 2011; July 1, 2013

CREATIVE TECHNOLOGIES ACADEMY

PERSONNEL OFFICE

POSITION DESCRIPTION

POSITION TITLE:	**Energy Director and Director of Operations & Maintenance**
SUPERSEDES:	**None**
EFFECTIVE DATE:	**August 5, 2002**
DEPARTMENT(S)	**N/A**
F.L.S.A.	**Exempt**
GROUP:	**Professional (At-will) – Level 3**

I. **SUMMARY FUNCTION: Serve as the Energy Director and Director of Operations and Maintenance for Creative Technologies Academy. Coordinate needs and requirements for the school and the students. Assure that required documentation is received, or reviewed, or sent out in a timely manner.**

II. **CHARACTERISTIC DUTIES include the following. Other duties may be assigned.**

<u>Essential (Energy Director)</u>

1. **Maintain the energy systems, conventional and alternate.**
2. **Do routine maintenance and annual tasks: such as oiling pumps, licensing boilers, battery replacement and programming of thermostats.**
3. **Seek grants for energy systems agreed to by the Energy Committee and the School Leader.**
4. **Insure boiler inspections and compliance.**
5. **Annual Energy Audit.**
6. **Monthly inspections and maintenance of all emergency lights, exit signs, and GFCI outlets.**

<u>Operations and Maintenance</u>

1. **Maintain the physical plant according to work orders provided by the Business Manager.**

2. Semiannual inspections of facilities to include: Playground (AOIS), Roofs, and Exterior structure.
3. Annual report on the state of facilities.
4. Responsible for monthly inspections and annual contract inspections of fire prevention equipment.
5. Maintenance of school bell and classroom video system.
6. Maintain inventories of equipment and furnishings for Business Manager and Audit.
7. Act as AHERA contact person.
8. Insure that Pest Control and Pest Management is done in compliance with law. (AOIS)
9. Daily responsiveness to emergencies and safety issues.
10. Insure MIOSHA Hazardous Waste and Bio hazardous /Medical Waste compliance (and training as required).

Marginal

1. Perform various assigned responsibilities of other employees in their absence.

III. RESPONSIBILITIES: Reports directly to the Business Manager. Responsible for maintaining confidentiality of designated information.

IV. SUPERVISORY RESPONSIBILITIES: Responsible for the supervision and training of assigned staff within area of responsibility. Carry out all supervisory responsibilities in accordance with CTA policies and applicable laws.

V. REQUIRED QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Skills

Minimum: Bachelors degree in related field.

Needs ability to:

1) a working knowledge of the following: building maintenance and construction, electrical, plumbing, and State and Federal regulations.
2) maintain a positive working relationship with faculty, staff, field representatives/FSU, board members, and parents and constituents.
3) make sound decisions within the parameters of authority.
4) work on multiple projects and adhere to deadlines.
5) communicate effectively both orally and in writing.
6) handle confidential material.
7) be tactful and courteous at all times.

Physical

1. Lift a minimum of 50 pounds and sometimes up to 100 pounds.
2. Walk, lift, bend, pull and push.
3. Work in awkward positions.
4. Stand a considerable amount of time.
5. Must be in good physical condition.
6. Must use good judgment regarding safety while working.

Work Experience

Minimum: Three years of successful full-time demonstrated work experience in a related professional management system, preferably within an education environment.

VI. DISCLAIMER

This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit or in any way to modify the right of any supervisor to assign, direct and control the work of employees under his/her supervision. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

COMMITTEES

1. Energy/Maintenance Committee
2. Technology Committee

Revision dates: December 1, 2007, July 1, 2011

CREATIVE TECHNOLOGIES ACADEMY

PERSONNEL OFFICE

POSITION DESCRIPTION

POSITION TITLE:	**Food Service Kitchen Aide (part time)**
SUPERSEDES:	**None**
EFFECTIVE DATE:	**July 1, 2011**
DEPARTMENT(S)	**N/A**
F.L.S.A.	**Non-Exempt**
GROUP:	**Staff (At-will) – Level 6**

I. **SUMMARY FUNCTION: Serve as a Food Service Aide for Creative Technologies Academy.**

II. **CHARACTERISTIC DUTIES include the following. Other duties may be assigned.**

Essential

1. **Aid the Food Service Supervisor in food preparation, cleaning, organizing as needed and assigned.**

Marginal

1. **Perform various assigned responsibilities, if possible, when asked.**

III. **RESPONSIBILITIES: Reports directly to the Food Service Supervisor but is responsible to the Business Manager. Responsible for maintaining confidentiality of designated information.**

IV. **SUPERVISORY RESPONSIBILITIES: Responsible for the supervision and training of any persons and/or students assigned to work in this area as assigned by the Food Service Supervisor or Business Manager. Carry out all supervisory responsibilities in accordance with CTA policies and applicable laws.**

V. **REQUIRED QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.**

Education/Skills

Minimum: Two years of demonstrated work experience.

Needs ability to:

1) **maintain a positive working relationship with faculty, staff, and students.**
2) **make sound decisions within the parameters of authority.**
3) **be flexible and willing to serve in other areas suited to training and experience as needed and assigned by the Food Service Supervisor or the Business Manager**
4) **communicate effecively.**
5) **be tactful and courteous at all times.**

Physical

1. **lift a minimum of 25 pounds and sometimes up to 40 pounds.**
2. **walk, lift, bend, pull and push.**
3. **work in awkward positions.**
4. **stand a considerable amount of time.**
5. **must be in good physical condition.**
6. **use good judgment regarding safety while working.**

VI. **DISCLAIMER**

This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit or in any way to modify the right of any supervisor to assign, direct and control the work of employees under his/her supervision. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

Revision dates: July 1, 2004; July 1, 2011; July 1, 2013; July 1, 2015

CREATIVE TECHNOLOGIES ACADEMY

PERSONNEL OFFICE

POSITION DESCRIPTION

POSITION TITLE:	**Preschool Director**
SUPERSEDES:	**None**
EFFECTIVE DATE:	**August 1, 2018**
DEPARTMENT(S)	**N/A**
F.L.S.A.	**Exempt**
GROUP:	**Professional (At-will) – Level 4**

I. **SUMMARY FUNCTION: Serve as the Preschool Director for Creative Technologies Academy. Responsible for the coordination of all child care programs. Director will work on the organization and development of the preschool programs. The Director will execute the requirements and regulations of implementing the following: licensing, financial reporting, Great Start Readiness Program, and preschool staff. Coordinate needs and requirements for the school and the students. Assure that required documentation is received, or reviewed, or sent out in a timely manner.**

II. **CHARACTERISTIC DUTIES include the following. Other duties may be assigned.**

<u>Essential</u>

1. **Coordinate with the Department of Human Services on Licensing rules and regulations.**
2. **Coordinate with GSRP on implementation, regulations, intake, and student files.**
3. **Develop in-services for Preschool Teachers and staff.**
4. **Coordinate with the Kent ISD for GSRP implementation, Staff Professional Development, PLC, and other trainings as needed.**
5. **Coordinate annual CPR, First Aid & Blood Born Pathogens for preschool staff.**
6. **Coordinates with preschool staff in the development & implementation of curriculum, field trips, staffing plans, student files, parent involvement, and parent advisory representors.**

7. **Coordinates program's registration processes, forms, parent packets, tuition, preschool policies & procedure, marking, and advertising.**
8. **Establish & monitor budgets for preschool programs and the purchase of supplies, staff wages, hours, timesheets, and all other preschool expenses.**
9. **Maintain current records for preschool programs, staff, students, and volunteers.**
10. **Coordinates public relations and development of parent communication and brochures.**
11. **Facilitates preschool staff meetings.**
12. **Maintains a central filing system for all communications, correspondence, publications, forms, brochures, etc.**
13. **Consult with preschool teaching staff to enlist outside consultant for student recommendations.**
14. **Responsible for reporting child abuse & neglect.**
15. **Ability to communicate with staff, parents, and community regarding any and all information pertaining to preschool programs.**
16. **Coordinate with preschool staff, parents, and Kent ISD for parent activities, parent advisory meetings, executive board meetings, and evening activities.**
17. **Other duties as assigned by the Principal.**

<u>Marginal</u>

1. **Perform various assigned responsibilities of other employees in their absence.**

III. **RESPONSIBILITIES: Reports directly to the K-5 Principal. Responsible for maintaining confidentiality of designated information.**

IV. **SUPERVISORY RESPONSIBILITIES: Responsible for the supervision and training of assigned staff within area of responsibility. Carry out all supervisory responsibilities in accordance with CTA policies and applicable laws.**

V. **REQUIRED QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.**

<u>Education/Skills</u>

Minumum:

- **Bachelor's degree or higher in early childhood education or child development.**
- **Bachelor's degree or higher in a child-related field with 18 semester hours in early childhood education or child development and 480 hours of experience. A child-related field means elementary education, child guidance/counseling, child psychology, family studies, and social work.**
- **Associate's degree in early childhood education or child development with 18 semester hours in early childhood education or child development and 480 hours of experience.**

Needs ability to:

1) **maintain a positive working relationship with students, administrators, other faculty, staff, field representatives/FSU, board members, parents and constituents.**
2) **make sound decisions within the parameters of authority.**
3) **work on multiple projects and adhere to deadlines.**
4) **communicate effectively both orally and in writing.**
5) **handle confidential material.**
6) **be tactful and courteous at all times.**
7) **Be a role model in the Character Education traits we teach and expect from our students.**

Work Experience

Minimum: Three years of successful full-time demonstrated work experience in a related professional position.

VI. DISCLAIMER

This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit or in any way to modify the right of any supervisor to assign, direct and control the work of employees under his/her supervision. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

COMMITTEES

1. **As assigned by the Principal**

CREATIVE TECHNOLOGIES ACADEMY

PERSONNEL OFFICE

POSITION DESCRIPTION

POSITION TITLE: Special Education Teacher Aide
SUPERSEDES: None
EFFECTIVE DATE: July 1, 2009
DEPARTMENT(S): N/A
F.L.S.A.: Exempt
GROUP: Staff (At-will) – Level 6

I. **SUMMARY FUNCTION:** A Special Education Teacher Aide will serve at the discretion of the Special Education Department.

II. **CHARACTERISTIC DUTIES** include the following: Other duties may be assigned.

Essential

1. Maintain an environment that promotes learning.
2. Participate in student activities and monitor recess as needed.
3. Adhere to all CTA policies for students and personnel.
4. Interact with students in a manner that gains their respect.
5. See confidentiality matters in III below.
6. The classroom teacher has ultimate authority in the classroom. The assistant (aide) is to be an extension of the teacher. When working in the general ed classrooms, the teacher and aide need to blend with the class. While the special education students are the priority of this department, the aides may also assist other students as needed – based on the needs (and instructions) of the classroom teacher. The aide should be a quiet presence in the classrooms of other teachers.

Marginal

1. Perform various assigned duties of other employees in their absence.

III. **RESPONSIBILITIES:** Reports to the Principal for the grade level(s) assigned but is responsible to the special education teachers to whom you have been assigned. Also responsible for maintaining confidentiality of designated information. There are many laws regarding confidentiality, so it

is important that matters pertaining to this department not be shared with anyone else, including other teachers and parents. The special education teachers will share information in the appropriate places.

IV. **SUPERVISORY RESPONSIBILITIES:** Responsible for the supervision of students who may be under your care as assigned by your supervisor.

V. **REQUIRED QUALIFICATIONS:** To perform this job successfully, an individual must be able to perform essential duties satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Skills

Minimum: Must enjoy being around children. Must have a warm, caring, and personable manner and convey love for the learning environment and interest in the job.

Needs ability to:

1) maintain a positive working relationship with students, faculty, administrators, staff, field representatives from FSU, board members, parents, and constituents.
2) make sound decisions within the parameters of authority.
3) work on multiple projects and adhere to deadlines.
4) handle confidential material.
5) be tactful and courteous at all times.

No prior work experience required.

COMMITTEES AND REQUIRED MEETINGS

1. Staff Meetings (per schedule by the Principal), Professional Development (as scheduled for Aides by the Principal), and Employee Orientation per the school calendar.

REQUIRED ACTIVITIES (events)

1. Open House
2. Two "Town Hall Meeting" nights with parents
3. Faculty/Staff Holiday Party

VI. DISCLAIMER

This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit or in any way to modify the right of any supervisor to assign, direct and control the work of employees under his/her supervision. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

Date developed: July 1, 2009 **Revision Dates: July 1, 2013; June 24, 2015; May 16, 2018**

CREATIVE TECHNOLOGIES ACADEMY

PERSONNEL OFFICE

POSITION DESCRIPTION

POSITION TITLE: **Special Education Teacher**
SUPERSEDES: **None**
EFFECTIVE DATE: **July 1, 1998**
DEPARTMENT(S) **N/A**
F.L.S.A. **Exempt**
GROUP: **Professional (At-will) – Level 4**

I. **SUMMARY FUNCTION:** Serve as a special education teacher for Creative Technologies Academy. Coordinate needs and requirements for the school and the students. Assure that required documentation is received, reviewed, or sent out in a timely manner.

II. **CHARACTERISTIC DUTIES** include the following. Other duties may be assigned.

Academic Section specific to Special Education:

1. Provide special education students with appropriate learning activities and experiences designed to fulfill their potential for intellectual, emotional, physical and social growth.
2. Develop or modify curricula and prepare lessons and other instructional materials according to ability levels.
3. Share in the responsibility of developing Individual Education Plans (IEPs) as required by the Principal and insure that accommodations are being utilized appropriately.
4. Consistently assess student achievement through formal and informal testing.
5. Prepare IEP progress reports as required by the Principal.

Other Essentials:

1. Maintain a classroom environment that promotes student learning.
2. Individualize/optimize educational opportunities for every student.
3. Teach and serve students in a manner to gain their respect.
4. Participate in professional development opportunities.

5. Participate in some of the student's activities as requested.
6. Participate in student led parent/teacher conferences.
7. Attend faculty meetings and required activities.
8. Have lesson plans available at least for one week ahead.
9. Take attendance as required.
10. Submit grades on time.
11. Assist the Superintendent and the Principal as needed in the development and/or revision of curriculum.
12. Participate, when asked, as a teacher mentor.
13. Communicate effectively with parents on academic progress using telephone, letters, progress reports and/or email.
14. Create a learning environment that is safe and engaging with appropriate classroom management strategies.
15. Keep classroom neat and clean at all times. (No food or drinks allowed.)
16. No student should ever be in a classroom or the auditorium without supervision. Classroom doors must be locked at ALL times unless the teacher or a qualified supervisor is in the room.
17. Adhere to all CTA polices for students and personnel and Administrative Guidelines in the Personnel Guide and Faculty Manual.

Marginal

1. Perform various assigned responsibilities of other employees in their absence.

III. **RESPONSIBILITIES:** Reports directly to the Principal for assigned grades. Work closely with the Principal(s), contracted SPED personnel, and other SPED teaching staff where relevant. Work directly with the Principal in documenting and finding solutions to discipline related problems. Responsible for maintaining confidentiality of designated information.

IV. **SUPERVISORY RESPONSIBILITIES:** Responsible for the supervision of the students and any teacher aide assigned to the classroom.

V. **REQUIRED QUALIFICATIONS:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Skills

Minimum: Must be certified for classes being taught. In some cases other professional credentials, degrees and/or licenses may be acceptable or required.

Needs ability to:

1) maintain a positive working relationship with students, other faculty, staff, field representatives/FSU, board members, parents and constituents.
2) make sound decisions within the parameters of authority.
3) work on multiple projects and adhere to deadlines.
4) communicate effectively both orally and in writing.
5) handle confidential material.
6) be tactful and courteous at all times.

Work Experience

Minimum: Student teaching or teaching

VI. DISCLAIMER

This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit or in any way to modify the right of any supervisor to assign, direct and control the work of employees under his/her supervision. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

COMMITTEES

1. Staff Meetings, Professional Development, Professional Learning Community, Data Team Meetings
2. Other committees may be assigned (If on one or more of these committees, additional compensation is offered to teachers.)

REQUIRED ACTIVITIES (Nine events)

1. Student Led Conferences
2. Open House
3. Two "Town Hall Meeting" nights with parents
4. Faculty/Staff Holiday Party
5. Fine Arts Night/Music Concerts by grade level
6. Graduation

Revision dates: July 1, 2007; July 1, 2011; July 1, 2013, June 24, 2015, August 18, 2017, May 16, 2018

CREATIVE TECHNOLOGIES ACADEMY

PERSONNEL OFFICE

POSITION DESCRIPTION

POSITION TITLE:	**Superintendent / (School Leader)**
SUPERSEDES:	**None**
EFFECTIVE DATE:	**July 1, 2002**
DEPARTMENT(S)	**N/A**
F.L.S.A.	**Exempt**
GROUP:	**Administrative (At-will)**

---

1. **SUMMARY FUNCTION: Serve as the Superintendent for Creative Technologies Academy. Maintain a school environment that promotes student learning and insures that all aspects of the operation of CTA comply with Board policies, State and Federal law, and Contract/Compliance requirements of the authorizer.**

11. **CHARACTERISTIC DUTIES include the following: Other duties may be assigned.**

<u>Essential</u>

1. **Prepare Board packet for monthly Board meetings and mail, per compliance schedule, to Board members.**
2. **Prepare and/or assist in preparing all documents required for Academy* and insure 100% compliance, including deadlines, required by Authorizer. See Master Calendar from FSU.***
3. **Communicate the mission and focus of the school to all related parties.**
4. **Seek qualified teachers and staff and recommend them to the Administrative Council (see Administrative Manual) and the CTA Board (via budget approval). Send letters of intent to faculty in a timely way.**
5. **Prepare and send EIDs with instruction annually.**
6. **Prepare annual addenda for faculty special assignments per Board Salary Position Paper.**
7. **Provide leadership for faculty, faculty meetings, and staff.**
8. **Insure that educational goals, assessment standards and bench marks are met according to the Charter contract.**
9. **Assure parental involvement.**
10. **Keep school curriculum updated each year.**

11. Oversee the School Improvement Plan committee, the development of the School Improvement Plan and the Technology Plan, and implement the Plans.
12. Prepare the Annual Report and submit it to the Authorizer, the KISD, and the State.
13. Prepare and submit the annual calendars (Academic and Board) to the CTA Board and others in a timely manner.
14. Oversee completion and submission of all state reports in a timely manner.
15. Work with business manager to submit required financial documents to the CTA Board in a timely manner. Assist with audit as necessary.
16. Work with Business Manager to oversee the school physical plant to insure a safe, efficient, and attractive learning and working environment.
17. Provide leadership for faculty/staff development opportunities and requirements.
18. Attend State and Regional charter school events as much as possible.
19. Organize and write responses/reporting for Reauthorization, mid-contract reviews, and other required programs per FSU schedule.
20. Edit and/or insure that all newsletters and correspondence leaving CTA are high quality.
21. Evaluate administrators, faculty and staff, or supervise the evaluations.
22. Provide for mentoring and professional development programs for faculty.
23. Coordinate and oversee the implementation of the school calendar.
24. Communicate effectively with parents, students, the CTA Board, FSU, and the communities that CTA serves.
25. Keep the Personnel Guide, Faculty Manual, Student Handbook and Code of Conduct updated annually based on new school policies and state and federal laws.
26. Keep the Board Policy Manual updated semi-annually as recommended by the National Charter Schools Institute.
27. Oversee and approve any grant writing on behalf of CTA.
28. Be fully aware of all position descriptions and keep them updated.
29. Respond positively and timely to all requests of the CTA Board and FSU.
30. Prepare school page for the monthly local *Cedar Springs Post.*

Marginal

1. Perform various assigned responsibilities of other employees in their absence to the extent time permits.

111. RESPONSIBILITIES: Reports directly to the CTA Board of Directors. Responsible for maintaining confidentiality of designated information.

IV. SUPERVISORY RESPONSIBILITIES: Responsible for the supervision and training of all CTA employees. Carry out all supervisory responsibilities in accordance with CTA policies and applicable laws.

V. REQUIRED QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Skills

Minimum: Masters degree in related field. Must be detailed, organized and public relations oriented.

Needs ability to:

1) maintain a positive working relationship with faculty, staff, field representatives-FSU, board members, parents, students, and constituents.
2) make sound decisions within the parameters of authority.
3) work on multiple projects and adhere to deadlines.
4) communicate effectively both orally and in writing.
5) handle confidential material.
6) be tactful and courteous at all times.

Work Experience

Minimum: Eight years of successful full-time demonstrated work experience in a related professional management system, preferably within an education environment.

VI. DISCLAIMER

This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit or in any way to modify the right of any supervisor to assign, direct and control the work of employees under his/her supervision. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

COMMITTEES

1. **Chair Staff Meetings**
2. **Chair Administrative Council**
3. **Attend School Improvement Plan Committee**
4. **Attend and report at Board meetings**

Revision Date: January 1, 2010; July 1, 2017

CREATIVE TECHNOLOGIES ACADEMY

PERSONNEL OFFICE

POSITION DESCRIPTION

POSITION TITLE:	**Teacher - Preschool Associate Teacher**
SUPERSEDES:	**None**
EFFECTIVE DATE:	**July 1, 1998**
DEPARTMENT(S)	**N/A**
F.L.S.A.	**Exempt**
GROUP:	**Professional (At-will) – Level 4**

I. **SUMMARY FUNCTION:** Serve as a teacher for Creative Technologies Academy. Coordinate needs and requirements for the school and the students. Assure that required documentation is received, or reviewed, or sent out in a timely manner.

II. **CHARACTERISTIC DUTIES** include the following. Other duties may be assigned.

Essential

1. Maintain a classroom environment that promotes student learning by making the content interesting and relevant to students.
2. Individualize/optimize educational opportunities for every student.
3. Consistently assess student achievement through formative and summative assessments.
4. Teach and serve students in a manner to gain their respect.
5. Participate in professional development opportunities.
6. Participate in some of the student activities as requested.
7. Attend staff meetings and required activities.
8. Communicate effectively with parents on academic progress using conferences, telephone, letters, progress reports and/or email.
9. Handle discipline problems to the extent possible within the classroom. If students continue to interfere with the learning process of others, send students to the Principal and document details of all behavior issues in Infinite Campus.
10. Keep classroom neat and clean at all times. (No food or drinks except as approved by the Principal.)
11. No student should ever be in a classroom or the auditorium without supervision. Classroom doors must be locked at ALL times with no students in the room unless the teacher or a qualified supervisor is in the room.
12. Adhere to all CTA polices for students and personnel and Administrative Guidelines in your Employee Manual.

Marginal

1. Perform various assigned responsibilities of other employees in their absence.

III. **RESPONSIBILITIES:** Reports directly to the Principal. Work closely with the Work directly with the Principal and Director in documenting and finding solutions for discipline related problems. Responsible for maintaining confidentiality of designated information.

IV. **SUPERVISORY RESPONSIBILITIES:** Responsible for the supervision of the students and the classroom.

V. **REQUIRED QUALIFICATIONS:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Skills

Minimum: Must possess required professional credentials listed in the supplement to this document.

Needs ability to:

1) maintain a positive working relationship with students, administrators, other faculty, staff, field representatives/FSU, board members, parents and constituents.
2) make sound decisions within the parameters of authority.
3) work on multiple projects and adhere to deadlines.
4) communicate effectively both orally and in writing.
5) handle confidential material.
6) be tactful and courteous at all times.
7) Be a role model in the Character Education traits we teach and expect from our students.

Work Experience

Minimum: Student teaching or teaching

VI. DISCLAIMER

This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit or in any way to modify the right of any supervisor to assign, direct and control the work of employees under his/her supervision. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

COMMITTEES AND REQUIRED MEETINGS

1. Staff Meetings, Professional Development, Professional Learning Community, Data Team Meetings
2. School Improvement Plan and other committees as offered or assigned (If on one or more of these committees, compensation is offered to teachers – not administrators.)

REQUIRED ACTIVITIES (events)

1. Student Led Conferences
2. Open House
3. Two "Town Hall Meeting" nights with parents
4. Faculty/Staff Holiday Party
5. Special Events/Drama/Music Concerts by grade level
6. Graduation

Revision dates: July 1, 2012; June 20, 2013, June 25, 2014, May 16, 2018, August 1, 2018

Supplement to the Teacher Position Description
Creative Technologies Academy
Associate Preschool Teacher
Great Start Readiness Program

Summary: The associate teacher is responsible for working as a team member in providing a quality educational program assigned to the students. By assisting in the use of Creative Curriculum, Teaching Strategies Gold, Pre-Kindergarten Standards, and Developmentally Appropriate Practices.

Job Qualifications:

- Associate's Degree (AA) in Early Childhood Education or Early Childhood Development.
- Or a valid classroom Child Development Associates (CDA) credential.

Job Responsibilities:

- Support the care of the children's physical, emotional, and cognitive well-being and growth.
- Participate in recruitment, application and enrollment process.
- Plan, implementation and monitor curriculum.
- Assist in preparing materials, and carry out activities that are fun, educational, and foster personal-social, physical, and academic skills.
- Maintain a safe and secure learning environment.
- Consult with all Preschool Team members, CTA Staff, and the Kent ISD Early Childhood Specialist, as needed for the well-being of the children and program.
- Develop a working and collaborative relationship with the preschool program director, support staff, Kent ISD staff, teachers, volunteers, and student's.
- Responsible for reporting Child Abuse and Neglect as outlined in Michigan State Licensing Handbook and GSRP manual.
- Assist in follow written IEP and support plans and ensure requirements of IEP are followed in relation.
- Work collaboratively with Lead Teacher and parents regarding occurrences in the child's day, both positive and negative.
- Assist in conducting two home visits along with two parent teacher conferences as outlined in the GSRP implementation manual.
- Assist in preparing classroom environment to meet Creative Curriculum/GSRP implementation requirements.
- Plan with teaching team weekly, review teaching data, assist in weekly lesson plans and individualized student's needs.
- Participate in trainings and on-going professional development, PLC, 1st Aid & CPR certification.
- Assist with anecdotal records, and assessments.
- Assist with all the Michigan State Licensing requirements as outlined in the Licensing Handbook.
- Ability to communicate clearly and concisely, both orally and written.

- Frequently stand, walk, sit on floor, talk, hear, kneel, stoop, crouch and crawl at children's level.
- Regularly reach with hands and arms
- Regularly life up to 40-70 pounds.
- Specific vision abilities required include; close vision, distance vision, and peripheral vision.
- Assist children with personal health care needs, including toileting.

CREATIVE TECHNOLOGIES ACADEMY

PERSONNEL OFFICE

POSITION DESCRIPTION

POSITION TITLE:	**Teacher - Preschool Associate Teacher**
SUPERSEDES:	**None**
EFFECTIVE DATE:	**July 1, 1998**
DEPARTMENT(S)	**N/A**
F.L.S.A.	**Exempt**
GROUP:	**Professional (At-will) – Level 4**

I. **SUMMARY FUNCTION:** Serve as a teacher for Creative Technologies Academy. Coordinate needs and requirements for the school and the students. Assure that required documentation is received, or reviewed, or sent out in a timely manner.

II. **CHARACTERISTIC DUTIES** include the following. Other duties may be assigned.

Essential

1. Maintain a classroom environment that promotes student learning by making the content interesting and relevant to students.
2. Individualize/optimize educational opportunities for every student.
3. Consistently assess student achievement through formative and summative assessments.
4. Teach and serve students in a manner to gain their respect.
5. Participate in professional development opportunities.
6. Participate in some of the student activities as requested.
7. Attend staff meetings and required activities.
8. Communicate effectively with parents on academic progress using conferences, telephone, letters, progress reports and/or email.
9. Handle discipline problems to the extent possible within the classroom. If students continue to interfere with the learning process of others, send students to the Principal and document details of all behavior issues in Infinite Campus.
10. Keep classroom neat and clean at all times. (No food or drinks except as approved by the Principal.)
11. No student should ever be in a classroom or the auditorium without supervision. Classroom doors must be locked at ALL times with no students in the room unless the teacher or a qualified supervisor is in the room.
12. Adhere to all CTA polices for students and personnel and Administrative Guidelines in your Employee Manual.

Marginal

1. Perform various assigned responsibilities of other employees in their absence.

III. **RESPONSIBILITIES:** Reports directly to the Principal. Work closely with the Work directly with the Principal and Director in documenting and finding solutions for discipline related problems. Responsible for maintaining confidentiality of designated information.

IV. **SUPERVISORY RESPONSIBILITIES:** Responsible for the supervision of the students and the classroom.

V. **REQUIRED QUALIFICATIONS:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Skills

Minimum: Must possess required professional credentials listed in the supplement to this document.

Needs ability to:

1) maintain a positive working relationship with students, administrators, other faculty, staff, field representatives/FSU, board members, parents and constituents.
2) make sound decisions within the parameters of authority.
3) work on multiple projects and adhere to deadlines.
4) communicate effectively both orally and in writing.
5) handle confidential material.
6) be tactful and courteous at all times.
7) Be a role model in the Character Education traits we teach and expect from our students.

Work Experience

Minimum: Student teaching or teaching

VI. DISCLAIMER

This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit or in any way to modify the right of any supervisor to assign, direct and control the work of employees under his/her supervision. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

COMMITTEES AND REQUIRED MEETINGS

1. Staff Meetings, Professional Development, Professional Learning Community, Data Team Meetings
2. School Improvement Plan and other committees as offered or assigned (If on one or more of these committees, compensation is offered to teachers – not administrators.)

REQUIRED ACTIVITIES (events)

1. Student Led Conferences
2. Open House
3. Two "Town Hall Meeting" nights with parents
4. Faculty/Staff Holiday Party
5. Special Events/Drama/Music Concerts by grade level
6. Graduation

Revision dates: July 1, 2012; June 20, 2013, June 25, 2014, May 16, 2018, August 1, 2018

Supplement to the Teacher Position Description
Creative Technologies Academy
Associate Preschool Teacher
Great Start Readiness Program

Summary: The associate teacher is responsible for working as a team member in providing a quality educational program assigned to the students. By assisting in the use of Creative Curriculum, Teaching Strategies Gold, Pre-Kindergarten Standards, and Developmentally Appropriate Practices.

Job Qualifications:

- Associate's Degree (AA) in Early Childhood Education or Early Childhood Development.
- Or a valid classroom Child Development Associates (CDA) credential.

Job Responsibilities:

- Support the care of the children's physical, emotional, and cognitive well-being and growth.
- Participate in recruitment, application and enrollment process.
- Plan, implementation and monitor curriculum.
- Assist in preparing materials, and carry out activities that are fun, educational, and foster personal-social, physical, and academic skills.
- Maintain a safe and secure learning environment.
- Consult with all Preschool Team members, CTA Staff, and the Kent ISD Early Childhood Specialist, as needed for the well-being of the children and program.
- Develop a working and collaborative relationship with the preschool program director, support staff, Kent ISD staff, teachers, volunteers, and student's.
- Responsible for reporting Child Abuse and Neglect as outlined in Michigan State Licensing Handbook and GSRP manual.
- Assist in follow written IEP and support plans and ensure requirements of IEP are followed in relation.
- Work collaboratively with Lead Teacher and parents regarding occurrences in the child's day, both positive and negative.
- Assist in conducting two home visits along with two parent teacher conferences as outlined in the GSRP implementation manual.
- Assist in preparing classroom environment to meet Creative Curriculum/GSRP implementation requirements.
- Plan with teaching team weekly, review teaching data, assist in weekly lesson plans and individualized student's needs.
- Participate in trainings and on-going professional development, PLC, 1st Aid & CPR certification.
- Assist with anecdotal records, and assessments.
- Assist with all the Michigan State Licensing requirements as outlined in the Licensing Handbook.
- Ability to communicate clearly and concisely, both orally and written.

- Frequently stand, walk, sit on floor, talk, hear, kneel, stoop, crouch and crawl at children's level.
- Regularly reach with hands and arms
- Regularly life up to 40-70 pounds.
- Specific vision abilities required include; close vision, distance vision, and peripheral vision.
- Assist children with personal health care needs, including toileting.

CREATIVE TECHNOLOGIES ACADEMY

PERSONNEL OFFICE

POSITION DESCRIPTION

POSITION TITLE: Teacher Aide – Morning care and Charger Kids Club
SUPERSEDES: None
EFFECTIVE DATE: July 1, 2016
DEPARTMENT(S): N/A
F.L.S.A.: Exempt
GROUP: Staff (At-will) – Level 6

I. SUMMARY FUNCTION: A teacher's aide for Morning Care and Charger Kids Club will serve at the discretion of and report to the K-5 Principal.

II. CHARACTERISTIC DUTIES include the following: Other duties may be assigned.

Essential

1. Maintain an environment that promotes positive interactions among students.
2. Adhere to all CTA policies for students and personnel.
3. Interact with students and families in a manner that gains their respect.

Marginal

1. Perform various assigned duties of other employees in their absence.

III. RESPONSIBILITIES: Reports to the K-5 Principal but is responsible to the person to whom you have been assigned. Also responsible for maintaining confidentiality of designated information.

IV. SUPERVISORY RESPONSIBILITIES: Responsible for the supervision of students who may be under your care as assigned by your supervisor.

V. REQUIRED QUALIFICATIONS: To perform this job successfully, an individual must be able to perform essential duties satisfactorily. The

requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Skills

Minimum: Must enjoy being around children. Must have a warm, caring, and personable manner and convey love for the learning environment and interest in the job.

Needs ability to:

1) **maintain a positive working relationship with students, faculty, administrators, staff, field representatives from FSU, board members, parents, and constituents.**
2) **make sound decisions within the parameters of authority.**
3) **work on multiple projects and adhere to deadlines.**
4) **handle confidential material.**
5) **be tactful and courteous at all times.**

No prior work experience required.

VI. DISCLAIMER

This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit or in any way to modify the right of any supervisor to assign, direct and control the work of employees under his/her supervision. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

Date revised: July 1, 2017

CREATIVE TECHNOLOGIES ACADEMY

PERSONNEL OFFICE

POSITION DESCRIPTION

POSITION TITLE: Interventionist (part-time)
SUPERSEDES: None
EFFECTIVE DATE: July 1, 2013
DEPARTMENT(S): N/A
F.L.S.A.: Exempt
GROUP: Staff (At-will) – Level 4

I. **SUMMARY FUNCTION:** An Interventionist will serve at the discretion of the Principal to plan, implement, and assess academic intervention services. There is a supervisory link to the Principal but the position requires a close working relationship with assigned classroom teachers.

II. **CHARACTERISTIC DUTIES include the following:** Other duties may be assigned.

Essential

1. Maintain an environment that promotes learning and academic growth.
2. Prepare the classroom or designated area for instruction. Schedule individual/small group sessions. Teach assigned students.
3. Administer diagnostic tests. Interpret results. Review intervention strategies with classroom teachers. Serve as building resource for core academic activities.
4. Advance the district's professional image. Maintain open/effective communication. Use problem solving techniques to tactfully address and resolve questions/concerns.
5. Refer district policy interpretation inquiries to administrators.
6. Maintain a thorough knowledge of subject matter and pedagogy. Organize subject content and learning goals. Be supportive of and participate in school wide initiatives. Develop lesson plans that align with state standards and the district's adopted courses of study/curriculum goals.
7. Help students learn to make appropriate choices aligned with the district's character education program.

8. **Communicate expectations, provide guidance, and show an active interest in student progress. Facilitate parental involvement and engagement.**
9. **Help develop and implement strategies to improve grades, reduce behavior issues, and improve graduation rates and college/career readiness for at-risk students.**
10. **Support the teacher(s) to whom you have been assigned according to his/her needs and rules. Collaborate with other staff. Share knowledge and resources that enhance student learning.**
11. **Evaluate student achievement (growth and proficiency). Teach students to prepare progress reports to share weekly with parents at home and at Student Led Conferences.**
12. **Participate in student activities as needed.**
13. **Take precautions to ensure safety. Watch for conduct/situations that may indicate a problem. Work with other teachers and the Dean of Students to manage and eliminate risk factors.**
14. **Participate in staff meetings, conferences, and other required school activities.**
15. **Pursue growth opportunities that are self-directed as well as those offered by the Academy.**
16. **Adhere to all CTA policies for students and personnel.**
17. **Interact with students in a manner that gains their respect.**

<u>Marginal</u>

1. **Perform various assigned duties of other employees in their absence.**

III. **RESPONSIBILITIES: Reports to the Principal. Also responsible for maintaining confidentiality of designated information.**

IV. **SUPERVISORY RESPONSIBILITIES: Responsible for the supervision of students who may be under your care as assigned by your supervisor.**

V. **REQUIRED QUALIFICATIONS: To perform this job successfully, an individual must be able to perform essential duties satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.**

<u>Education/Skills</u>

Minimum: Four year degree and teacher certification required. Experience in intervention desirable but not mandatory. Must enjoy

being around children. Must have a warm, caring, and personable manner and convey love for the learning environment and interest in the job.

Needs ability to:

1) **maintain a positive working relationship with students, faculty, administrators, staff, field representatives from FSU, board members, parents, and constituents.**
2) **make sound decisions within the parameters of authority.**
3) **work on multiple projects and adhere to deadlines.**
4) **handle confidential material.**
5) **be tactful and courteous at all times.**

VI. DISCLAIMER

This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit or in any way to modify the right of any supervisor to assign, direct and control the work of employees under his/her supervision. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

COMMITTEES AND REQUIRED MEETINGS

1. Staff Meetings, Professional Development, Professional Learning Community, Data Team Meetings

REQUIRED ACTIVITIES (events)

1. Two Open Houses (one for current families, one for prospective families)
2. Two "Town Hall Meeting" nights with parents
3. Faculty/Staff Christmas Party
4. Family night

Date revised: July 1, 2013; July 1, 2017

CREATIVE TECHNOLOGIES ACADEMY

PERSONNEL OFFICE

POSITION DESCRIPTION

POSITION TITLE: Teacher Aide
SUPERSEDES: None
EFFECTIVE DATE: July 1, 2003
DEPARTMENT(S): N/A
F.L.S.A.: Exempt
GROUP: Staff (At-will) – Level 6

I. **SUMMARY FUNCTION:** A teacher's aide will serve at the discretion of and report to the Principal for the grade level(s) assigned to assist teachers to whom the aide is assigned.

II. **CHARACTERISTIC DUTIES include the following: Other duties may be assigned.**

Essential

1. Maintain an environment that promotes learning.
2. Support the teacher(s) to whom you have been assigned according to his/her needs and rules.
3. Participate in student activities and monitor lunch and recess as needed.
4. Adhere to all CTA policies for students and personnel.
5. Interact with students in a manner that gains their respect.
6. Serve the teacher according to the direction of the teacher.

Marginal

1. Perform various assigned duties of other employees in their absence.

III. **RESPONSIBILITIES:** Reports to the Principal for the grade level(s) assigned but is responsible to the teachers to whom assigned. Also responsible for maintaining confidentiality of designated information.

IV. **SUPERVISORY RESPONSIBILITIES:** Responsible for the supervision of students who may be under your care as assigned by your supervisor.

V. **REQUIRED QUALIFICATIONS: To perform this job successfully, an individual must be able to perform essential duties satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.**

Education/Skills

Minimum: Must enjoy being around children. Must have a warm, caring, and personable manner and convey love for the learning environment and interest in the job.

Needs ability to:

1) **maintain a positive working relationship with students, faculty, administrators, staff, field representatives from FSU, board members, parents, and constituents.**
2) **make sound decisions within the parameters of authority.**
3) **work on multiple projects and adhere to deadlines.**
4) **handle confidential material.**
5) **be tactful and courteous at all times.**

No prior work experience required.

VI. **DISCLAIMER**

This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit or in any way to modify the right of any supervisor to assign, direct and control the work of employees under his/her supervision. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

COMMITTEES AND REQUIRED MEETINGS

1. Staff Meetings (per schedule by the Principal), Professional Development (as scheduled for Aides by the Principal), and Employee Orientation per the school calendar.

REQUIRED ACTIVITIES (events)

1. Open House
2. Two "Town Hall Meeting" nights with parents
3. Faculty/Staff Holiday Party

Date revised: July 1, 2013, July 20, 2017, May 16, 2018

CREATIVE TECHNOLOGIES ACADEMY

PERSONNEL OFFICE

POSITION DESCRIPTION

POSITION TITLE: Teacher - Preschool Lead Teacher
SUPERSEDES: None
EFFECTIVE DATE: July 1, 1998
DEPARTMENT(S) N/A
F.L.S.A. Exempt
GROUP: Professional (At-will) – Level 4

I. **SUMMARY FUNCTION:** Serve as a teacher for Creative Technologies Academy. Coordinate needs and requirements for the school and the students. Assure that required documentation is received, or reviewed, or sent out in a timely manner.

II. **CHARACTERISTIC DUTIES** include the following. Other duties may be assigned.

Essential

1. Maintain a classroom environment that promotes student learning by making the content interesting and relevant to students.
2. Individualize/optimize educational opportunities for every student.
3. Consistently assess student achievement through formative and summative assessments.
4. Teach and serve students in a manner to gain their respect.
5. Participate in professional development opportunities.
6. Participate in some of the student activities as requested.
7. Schedule and plan parent/teacher conferences with each student and their parent(s).
8. Attend staff meetings and required activities.
9. Have lesson plans available at least for one week ahead. All lesson plans are required to be submitted online to administrators in a uniform format given to teachers prior to the beginning of the school year.
10. Take attendance as required.
11. Submit grades on time according to required timeline set by the Assistant Principal for Curriculum and Instruction.
12. Assist the Assistant Principal as needed in the development and/or revision of curriculum.
13. Participate, when asked, as a teacher mentor.
14. Communicate effectively with parents on academic progress using conferences, telephone, letters, progress reports and/or email.

15. Handle discipline problems to the extent possible within the classroom. If students continue to interfere with the learning process of others, send students to Dean of Students and document details of all behavior issues in Infinite Campus.
16. Keep classroom neat and clean at all times. (No food or drinks allowed.)
17. No student should ever be in a classroom or the auditorium without supervision. Classroom doors must be locked at ALL times with no students in the room unless the teacher or a qualified supervisor is in the room.
18. Adhere to all CTA polices for students and personnel and Administrative Guidelines in your Employee Manual.

Marginal

1. Perform various assigned responsibilities of other employees in their absence.

III. **RESPONSIBILITIES:** Reports directly to the Superintendent/School Leader/Principal. Work closely with the Assistant Principal (Curriculum and Assessment), where relevant. Work directly with the Dean of Students in documenting and finding solutions for discipline related problems. Responsible for maintaining confidentiality of designated information.

IV. **SUPERVISORY RESPONSIBILITIES:** Responsible for the supervision of the students and the classroom.

V. **REQUIRED QUALIFICATIONS:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Skills

Minimum: Must be certified for classes being taught. In some cases, such as SLA facilitator, team teaching, or specialized technologies, other professional credentials, degrees and/or licenses may be acceptable.

Needs ability to:

1) maintain a positive working relationship with students, administrators, other faculty, staff, field representatives/FSU, board members, parents and constituents.
2) make sound decisions within the parameters of authority.
3) work on multiple projects and adhere to deadlines.
4) communicate effectively both orally and in writing.
5) handle confidential material.
6) be tactful and courteous at all times.
7) Be a role model in the Character Education traits we teach and expect from our students.

Work Experience

Minimum: Student teaching or teaching

VI. DISCLAIMER

This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit or in any way to modify the right of any supervisor to assign, direct and control the work of employees under his/her supervision. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

COMMITTEES AND REQUIRED MEETINGS

1. Staff Meetings, Professional Development, Professional Learning Community, Data Team Meetings
2. School Improvement Plan and other committees as offered or assigned (If on one or more of these committees, compensation is offered to teachers – not administrators.)

REQUIRED ACTIVITIES (events)

1. Student Led Conferences
2. Open House
3. Two "Town Hall Meeting" nights with parents
4. Faculty/Staff Holiday Party
5. Special Events/Drama/Music Concerts by grade level
6. Graduation

Revision dates: July 1, 2012; June 20, 2013, June 25, 2014, May 16, 2018

Supplement to the Teacher Position Description
Creative Technologies Preschool Lead Teacher
Great Start Readiness Program
August 1, 2018

Summary: Using Creative Curriculum, Teaching Strategies Gold, pre-kindergarten standards, and developmentally appropriate practices, provide instruction and ongoing assessment to students within the program.

Job Qualifications:

- Valid Michigan Teaching certificate and an Early Childhood Education (ZA or ZS) endorsement.
- Or Bachelor's degree in Early Childhood Education or Early Childhood Development, specializing in preschool teaching.
- Trained in Creative Curriculum, PAQ, universal screening, with literacy and math preferred.

Job Responsibilities:

- Responsible for the care of the children's physical, emotional, and cognitive well-being and growth.
- Responsible for daily operations of the classroom.
- Participate in recruitment, application and enrollment process of gathering the necessary documentation.
- Plan, implementation and monitor curriculum.
- Ability to plan, prepare materials, and carry out activities that are fun, educational, and foster personal-social, physical, and academic skills.
- Respond appropriately to children exhibiting signs of stress and respond to the needs of the children on an individual bases.
- Maintain a safe and secure learning environment.
- Consult with all Preschool Team members and Kent ISD Early Childhood Specialist, and outside consultant is needed for the well-being of the program and children.
- Develop a working and collaborative relationship with the preschool program director, support staff, Kent ISD staff, teachers, volunteers, and student's.
- Engage parents in advisory capacity related to implementation of program.

- Responsible for reporting Child Abuse and Neglect as outlined in Michigan State Licensing Handbook and GSRP manual.
- Follow written IEP and support plans and ensure requirements of IEP are followed in relation.
- Ability to communicate with parents regarding occurrences in the child's day, both positive and negative.
- Maintain and update the Parent Board as outlined in the Michigan State Licensing Handbook.
- Assist in maintain student files are kept current and up-to-date as outlined in the Michigan State Licensing Handbook and GSRP implementation manual.
- Conduct two parent teacher conferences, and two Home Visits along with two Parent Teacher conferences as outlined in the GSRP implementation manual.
- Engage and engage Parents in the Parent Advisory Board meetings, Preschool Executive Board meetings, CTA staff meetings, Kent ISD Parent Advisory meetings and data meetings, meetings as outlined in the GSRP implementation manual.
- Prepare classroom environment to meet Creative Curriculum/GSRP implementation requirements.
- Plan with teaching team weekly, review T.S.G. data, prepare weekly lesson plans that also are individualized for student's needs.
- Participate in trainings and on-going professional development, and PLC. 1st Aid & CPR certification.
- Carry out all CTA assessment activities with fidelity and meet pre-kindergarten standards that align with State Standards as outlined by the State of Michigan and GSRP implementation..
- Carry out emergency procedure drills as needed.
- Complete the scheduled T.S.G. checkpoints 3 times a year, anecdotal records, and assessments, submit required reports and data to Kent ISD GSRP.
- Assist with all the Michigan State Licensing requirements as outlined in the Licensing Handbook.
- Ability to communicate clearly and concisely, both orally and written.
- Self-directedness and initiative when given a variety of task and responsibilities.
- Frequently stand, walk, sit on floor, talk, hear, kneel, stoop, crouch and crawl at children's level.
- Regularly reach with hands and arms
- Regularly life up to 40-70 pounds.
- Specific vision abilities required include; close vision, distance vision, and peripheral vision.

- Assist children with personal health care needs, including toileting.

Annual Performance Review:

Annual performance review will be conducted by the CTA Elementary Principal. (Review to be conducted at a date set by all parties, following the conclusion of the school years, or as needed based on performance).

Work Schedule:

- Preschool operations are 32 weeks, with two weeks before class starts, and two weeks after class ends (this time is allowed for Home Visits, cleaning, and organization of program).
- GSRP class operates Monday – Thursday afternoons 8:00 am -3:00 p.m.
- Teachers can clock in 15 minutes before class begins and 15 minutes after class ends
- Friday's will serve as teacher prep time & flex time as needed for Friday P.D events.
- Additional evening or program events will be prior authorization from the CTA Elementary Principal and School Leader.

CREATIVE TECHNOLOGIES ACADEMY

PERSONNEL OFFICE

POSITION DESCRIPTION

POSITION TITLE: Teacher
SUPERSEDES: None
EFFECTIVE DATE: July 1, 1998
DEPARTMENT(S) N/A
F.L.S.A. Exempt
GROUP: Professional (At-will) – Level 4

I. **SUMMARY FUNCTION:** Serve as a teacher for Creative Technologies Academy. Coordinate needs and requirements for the school and the students. Assure that required documentation is received, or reviewed, or sent out in a timely manner.

II. **CHARACTERISTIC DUTIES** include the following. Other duties may be assigned.

Essential

1. Maintain a classroom environment that promotes student learning by making the content interesting and relevant to students.
2. Individualize/optimize educational opportunities for every student.
3. Consistently assess student achievement through formative and summative assessments.
4. Teach and serve students in a manner to gain their respect.
5. Participate in professional development opportunities.
6. Participate in some of the student activities as requested.
7. Schedule and plan parent/teacher conferences with each student and their parent(s).
8. Attend staff meetings and required activities.
9. Have lesson plans available at least for one week ahead. All lesson plans are required to be submitted online to administrators in a uniform format given to teachers prior to the beginning of the school year.
10. Take attendance as required.
11. Submit grades on time according to required timeline set by the Assistant Principal for Curriculum and Instruction.
12. Assist the Assistant Principal as needed in the development and/or revision of curriculum.
13. Participate, when asked, as a teacher mentor.
14. Communicate effectively with parents on academic progress using conferences, telephone, letters, progress reports and/or email.

15. Handle discipline problems to the extent possible within the classroom. If students continue to interfere with the learning process of others, send students to Dean of Students and document details of all behavior issues in Infinite Campus.
16. Keep classroom neat and clean at all times. (No food or drinks allowed.)
17. No student should ever be in a classroom or the auditorium without supervision. Classroom doors must be locked at ALL times with no students in the room unless the teacher or a qualified supervisor is in the room.
18. Adhere to all CTA polices for students and personnel and Administrative Guidelines in your Employee Manual.

Marginal

1. Perform various assigned responsibilities of other employees in their absence.

III. **RESPONSIBILITIES:** Reports directly to the Superintendent/School Leader/Principal. Work closely with the Assistant Principal (Curriculum and Assessment), where relevant. Work directly with the Dean of Students in documenting and finding solutions for discipline related problems. Responsible for maintaining confidentiality of designated information.

IV. **SUPERVISORY RESPONSIBILITIES:** Responsible for the supervision of the students and the classroom.

V. **REQUIRED QUALIFICATIONS:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Skills

Minimum: Must be certified for classes being taught. In some cases, such as SLA facilitator, team teaching, or specialized technologies, other professional credentials, degrees and/or licenses may be acceptable.

Needs ability to:

1) maintain a positive working relationship with students, administrators, other faculty, staff, field representatives/FSU, board members, parents and constituents.
2) make sound decisions within the parameters of authority.
3) work on multiple projects and adhere to deadlines.
4) communicate effectively both orally and in writing.
5) handle confidential material.
6) be tactful and courteous at all times.
7) Be a role model in the Character Education traits we teach and expect from our students.

Work Experience

Minimum: Student teaching or teaching

VI. DISCLAIMER

This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit or in any way to modify the right of any supervisor to assign, direct and control the work of employees under his/her supervision. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

COMMITTEES AND REQUIRED MEETINGS

1. Staff Meetings, Professional Development, Professional Learning Community, Data Team Meetings
2. School Improvement Plan and other committees as offered or assigned (If on one or more of these committees, compensation is offered to teachers – not administrators.)

REQUIRED ACTIVITIES (events)

1. Student Led Conferences
2. Open House
3. Two "Town Hall Meeting" nights with parents
4. Faculty/Staff Holiday Party
5. Special Events/Drama/Music Concerts by grade level
6. Graduation

Revision dates: July 1, 2012; June 20, 2013, June 25, 2014, May 16, 2018

CREATIVE TECHNOLOGIES ACADEMY

PERSONNEL OFFICE

POSITION DESCRIPTION

POSITION TITLE: Food Service Supervisor
SUPERSEDES: None
EFFECTIVE DATE: July 1, 2015
DEPARTMENT(S) N/A
F.L.S.A. Exempt
GROUP: Staff (At-will) – Level 4

SUMMARY FUNCTION: Serve as the Food Service Supervisor and for Creative Technologies Academy. Serve the students attractive and nutritious meals in an atmosphere of efficiency, cleanliness, and warmth. Coordinate needs and requirements for the school and the students. Assure that required documentation is received, or reviewed, or sent out in a timely manner.

I. **CHARACTERISTIC DUTIES include the following. Other duties may be assigned.**

Essential

1. **Maintain a kitchen environment that promotes health, organization, and cleanliness.**

SPECIFIC PERFORMANCE RESPONSIBILITIES:

- Implements planned quality menus incorporating timesaving production techniques, effective merchandising, and nutrition education activities.
- Orders on a timely basis all necessary supplies.
- Assumes responsibility for receiving, storing, handling, preparing, and serving food according to established standards.
- Assures that sanitation and safety practices in all phases of the school food service operation meet established standards.
- Maintains a required system of accountability.
- Plans schedules and work assignments, trains, supervises, and evaluates food service staff.
- Promotes student and staff satisfaction by merchandising and serving meals in an attractive manner.
- Involves students, staff, and community in school food service activities.

- Communicates concerns to the business manager about policies and procedures relating to all food service employees.
- Directs preparing and serving of meals for special functions and community activities.
- Manages the program in accordance with governmental requirements.
- Assumes other duties as requested by the business manager.
- Confers with the business manager regarding any personnel problems.
- Reports immediately to the principal/business manager any problem or accident occurring in the kitchen or the cafeteria premises AND promptly completes and submits to Business Manager required accident/incident report.

2. **Completes year end cleaning and maintenance of the kitchen**
3. **Adhere to all CTA policies for students and personnel.**
4. **Meet health department standards in kitchen**

<u>Marginal</u>

1. **Perform various assigned responsibilities of other employees in their absence.**

II. **RESPONSIBILITIES: Reports directly to the Business Manager. Responsible for maintaining confidentiality of designated information.**

III. **SUPERVISORY RESPONSIBILITIES: Responsible for the supervision and training of assigned staff and students within area of responsibility. Carry out all supervisory responsibilities in accordance with CTA policies and applicable laws.**

REQUIRED QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

ADDITIONAL QUALIFICATIONS:

- **Demonstrates aptitude for successful performance of the tasks required in School Food Service Program.**
- **Education of the following would be a plus:**
  - **One-year experience in child nutrition.**
  - **Formal training in the following areas:**
    - i. **Sanitation/Safety**
    - ii. **Technical Training**
    - iii. **Management Training**
    - iv. **Electives**

Education/Skills

Minimum: High school diploma.

Needs ability to:

1) **maintain a positive working relationship with students, staff, parents and constituents.**
2) **make sound decisions within the parameters of authority.**
3) **work on multiple projects and adhere to deadlines.**
4) **communicate effectively both orally and in writing.**
5) **handle confidential material.**
6) **be tactful and courteous at all times.**

Physical

1. **lift a minimum of 25 pounds and sometimes up to 50 pounds.**
2. **walk, lift, bend, pull and push.**
3. **work in awkward positions.**
4. **stand a considerable amount of time.**
5. **must be in good physical condition.**
6. **use good judgment regarding safety while working.**

VI. DISCLAIMER

This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit or in any way to modify the right of any supervisor to assign, direct and control the work of employees under his/her supervision. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

CREATIVE TECHNOLOGIES ACADEMY

PERSONNEL OFFICE

POSITION DESCRIPTION

POSITION TITLE:	**Guidance Counselor/FlexTrac Coordinator**
SUPERSEDES:	**None**
EFFECTIVE DATE:	**July 1, 2007**
DEPARTMENT(S)	**N/A**
F.L.S.A.	**Exempt**
GROUP:	**Administrative (At-will) – Level 4**

I. **SUMMARY FUNCTION: Serve as the Guidance Counselor for Creative Technologies Academy. Coordinate needs and requirements for the school and the students. Assure that required documentation is received, or reviewed, or sent out in a timely manner.**

II. **CHARACTERISTIC DUTIES include the following. Other duties may be assigned.**

Essential

1. **Develop a comprehensive Guidance and Counseling Program that focuses on academic development, career development, and personal/social development.**
2. **Personal counseling for all students in K-12.**
3. **Group counseling on certain topics such as conflict resolution and divorce.**
4. **Design Educational Development Plans for all students in 7-12.**
5. **Coordinate and oversee CTA's Character Education Program with the Principals.**
6. **Direct the Career Exploration Center – including scholarship and college information needed by students, encouraging post secondary education.**
7. **Assist in testing programs as needed.**
8. **Set up master class schedules for high school, middle school, and elementary school, including special classes and review them with the Superintendent and the Principals.**
9. **Arrange student schedules, including KCTC, and counsel students.**
10. **Maintain scholarship and other college information for juniors & seniors.**

11. Prepare seniors for graduation.
12. Assist in Reading Lab as needed.
13. Assist Principals as needed.
14. FlexTrac duties as assigned by the Principal

Marginal

1. Perform various assigned responsibilities of other employees in their absence.

III. RESPONSIBILITIES: Reports directly to the 6-12 Principal. Responsible for maintaining confidentiality of designated information.

IV. SUPERVISORY RESPONSIBILITIES: Responsible for the supervision and training of assigned staff within area of responsibility. Carry out all supervisory responsibilities in accordance with CTA policies and applicable laws.

V. REQUIRED QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Skills

Minimum: Masters Degree in Guidance and Counseling

Needs ability to:

1) maintain a positive working relationship with faculty, staff, field representatives/FSU, board members, and parents and constituents.
2) make sound decisions within the parameters of authority.
3) work on multiple projects and adhere to deadlines.
4) communicate effectively both orally and in writing.
5) handle confidential material.
6) be tactful and courteous at all times.

Work Experience

Minimum: Three years of successful full-time demonstrated work experience in a related professional management system,

preferably within an education environment.

VI. DISCLAIMER

This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit or in any way to modify the right of any supervisor to assign, direct and control the work of employees under his/her supervision. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

ADDENDUM:

COMMITTEES

1. Academic/Curriculum Committee
2. Graduation Committee
3. School Improvement Plan Committee
4. Character Education Committee

Initial date: December 1, 2007
Revised date: June 20, 2014
Revised date: June 24, 2015
Revised date: May 16, 2018

CREATIVE TECHNOLOGIES ACADEMY

PERSONNEL OFFICE

POSITION DESCRIPTION

POSITION TITLE:	**Student Information Data Coordinator/Administrative Asst.**
SUPERSEDES:	**None**
EFFECTIVE DATE:	**July 1, 2015**
DEPARTMENT(S)	**N/A**
F.L.S.A.	**Exempt**
GROUP:	**Administrative (At-will) – Level 5**

I. **SUMMARY FUNCTION:** Serve as the Student Information Data Coordinator and oversee student information systems for Creative Technologies Academy. Coordinate needs and requirements for the school and the students. Assure that required documentation is received, or reviewed, or sent out in a timely manner. Serve as administrative assistant to the Superintendent, and other members of the Administrative Council as needed.

II. **CHARACTERISTIC DUTIES** include the following. Other duties may be assigned.

Essential

1. Functions as the coordinator of the student information systems
2. Manage and coordinate the day-to-day operations of the district's student information system, including management of student records database and compliance with state reporting
3. Prepare honor roll for each trimester and distribute to Principals and Superintendent.
4. Calculate valedictorian and salutatorian with 6-8 Principal and Superintendent.
5. Prepare and publish student report cards.
6. Designated UIC Resolver (Unique Identifier Code).
7. Designated Civil Rights Coordinator
8. Coordinate weekly updates of the CTA website/app and clear them with the Superintendent.
9. Responsible for communicating CTA information/events to faculty, staff, board, parents & students through the weekly announcements.
10. Work with Principals on all testing programs.

11. Maintain Infinite Campus computer systems and provide support, staff training and professional development.
12. Coordinate student information system and links to other systems including Infinite Campus, MSDS, NWEA, TIENET, OdysseyWare and M-STEP.
13. Develop/coordinate procedures for above mentioned systems to maintain data integrity
14. Assist in creation of customized reports (report cards, transcripts, EDP, etc.)
15. Assist in development of internal data processes and flow between systems
16. Assist administrative staff in use of data to make effective, informed decisions
17. Work closely with instructional leaders to further the implementation of standards based grade book and report card, in addition to use of formative data to monitor student progress and support curriculum development
18. Assist in the development/coordination of enrollment procedures
19. Assist in staff professional development regarding on-line grade keeping
20. Provide instructional sheets for in-house training of parents on how to use the student information system
21. Work closely with district staff regarding student data (AYP appeals, transcripts)
22. Set up Parent Portal/Student Portal accounts and provide support.
23. Provide data for Annual Report and other documents as assigned by the Superintendent.
24. Assist the SIP chair as needed in the collection and entering of data for School Improvement Plan.
25. Oversee the official school counts (count day & audit).
26. Responsible for submission of all State of Michigan reporting and data integrity of reports with regards to student accounting, including but not limited to those on the bottom of page four.
27. Regular attendance
28. Punctual
29. Other duties assigned by administration

Marginal

1. Perform various assigned responsibilities of other employees in their absence.

III. **RESPONSIBILITIES:** Reports directly to the Superintendent. Responsible for maintaining confidentiality of designated information.

IV. **SUPERVISORY RESPONSIBILITIES:** Responsible for the supervision and training of assigned staff within area of responsibility as assigned by the Superintendent. Carry out all supervisory responsibilities in accordance with CTA policies and applicable laws.

V. **REQUIRED QUALIFICATIONS:** *To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Education
Minimum: Bachelors degree in related field. Strong interpersonal skills, both written and verbal. Strong skills in data warehousing and data mining. Successful demonstrated work experience within a related professional field may be considered in lieu of formal education. Must be detail oriented, a self-starter, and a good decision maker.

Language Skills
Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, and government regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

Mathematical Skills
Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Reasoning Ability
Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Needs ability to:
1) maintain a positive working relationship with faculty, staff, field representatives/FSU, board members, and parents and constituents.
2) make sound decisions within the parameters of authority.
3) work on multiple projects and adhere to deadlines.
4) communicate effectively both orally and in writing.
5) handle confidential material.
6) be tactful and courteous at all times.

Work Experience
Minimum: Demonstrated work experience in a related professional management system, preferably within an education environment.

Physical Demands: *The physical demands described here are representative of those that must be met by an employee to successfully perform the essential*

functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee will frequently sit. The employee must be able to attend meetings in the evening and at other locations. The position requires the individual to sometimes work irregular or extended work hours and meet multiple demands from several people. Specific vision abilities required by this job include close vision such as to read handwritten or typed material, and the ability to adjust focus. Interaction with the public and other staff is a requirement.

Work Environment: *The work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential function.*

The noise level in the work environment is usually quiet and work is performed indoors.

VI. **DISCLAIMER**

This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit or in any way to modify the right of any supervisor to assign, direct and control the work of employees under his/her supervision. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

ADDENDUM:

COMMITTEES - as assigned by the Superintendent

ANNUAL REPORTING OVERSIGHT

1. MSDS -- Michigan Student Data System (3X per year)
2. DS – 4061 -- State Aid FTE Count (2 per year)
3. DS-4168-B – Planned Number of Days & Clock Hours of Pupil Instruction
4. PA-4005 - Days-Hours of Instruction
5. TSDL – Teacher/Student Data Link
6. School Improvement Plan, SPR-40 or 90
7. Direct Certification – Free/Reduced Lunch Data
8. GAD – Graduation/Dropout Review Report
9. M-STEP/PSAT/SAT/NWEA Data

Revision Dates: May 16, 2018

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently performing these functions and additional duties may be assigned. CTA does not discriminate on the basis of race, color, national origin, sex, disability, age, religion or any other legally protected characteristic in its programs, activities, or employment opportunities.

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

SCHEDULE 6

PHYSICAL FACILITIES ACKNOWLEDGEMENT

1. Applicable Law requires that a public school academy application and contract must contain a description of and the address for the proposed physical plant in which the public school academy will be located. See MCL 380.502(3)(j), 380.503(5)(d) and (g), 380.512(3)(j) and 380.513(6)(d) and (g).

2. Description and Address of Academy

   Description:

   Creative Technologies Academy is located northeast of Cedar Springs just outside of the city limits. The Academy occupies the campus of the former Jordan College. It consists of three wood-frame facilities used for instruction and administrative offices. The total area approved for use is approximately 35,000 square feet. One of the buildings used for instruction is connected to an auditorium by a vestibule breezeway. The auditorium is not approved for instruction.

   The Academy received a donation of ten (10) acres of land as of March 1, 2018. Legal description of this acreage is attached.

   Address: 350 Pine St, Cedar Springs MI 49319

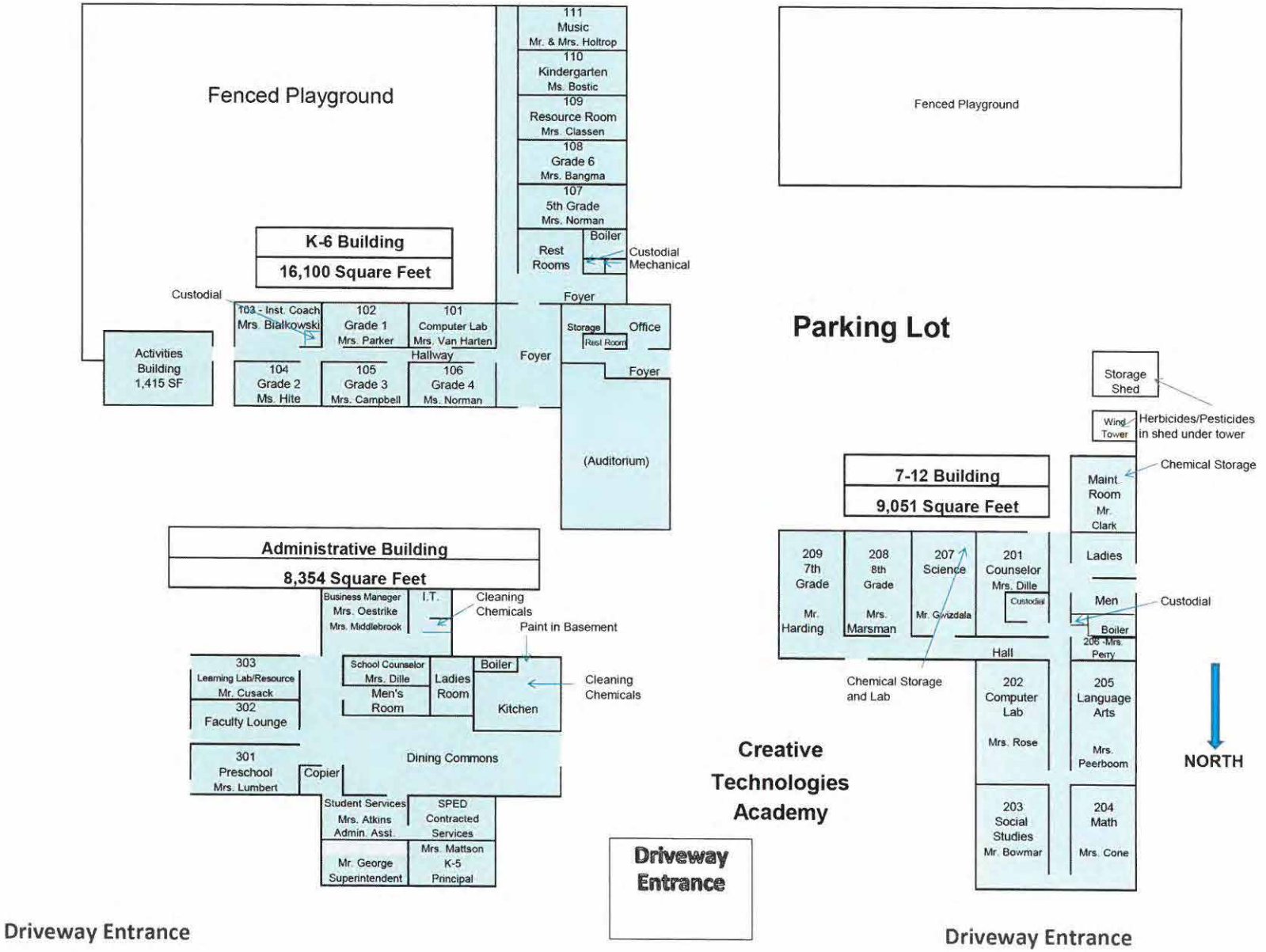
   Name of Local School District: Cedar Springs Public School District

   Name of Intermediate School District: Kent County Intermediate School District

3. It is acknowledged and agreed that the following information about this site is provided on the following pages, and must be provided to the satisfaction of the University Board to continue to operate as a public school in this state:

   A. Size of building – as stated above
   B. Floor plan – see attached
   C. Description of rooms – on file at FSU Charter Schools Office and the Academy
   D. Copy of lease or purchase agreement – on file at FSU Charter Schools Office and at the Academy
   E. Name of local school district in which school is located – as stated above
   F. Name of intermediate school district in which school is located – as stated above

Creative Technologies Academy - 350 Pine Street, Cedar Springs, Michigan 49319



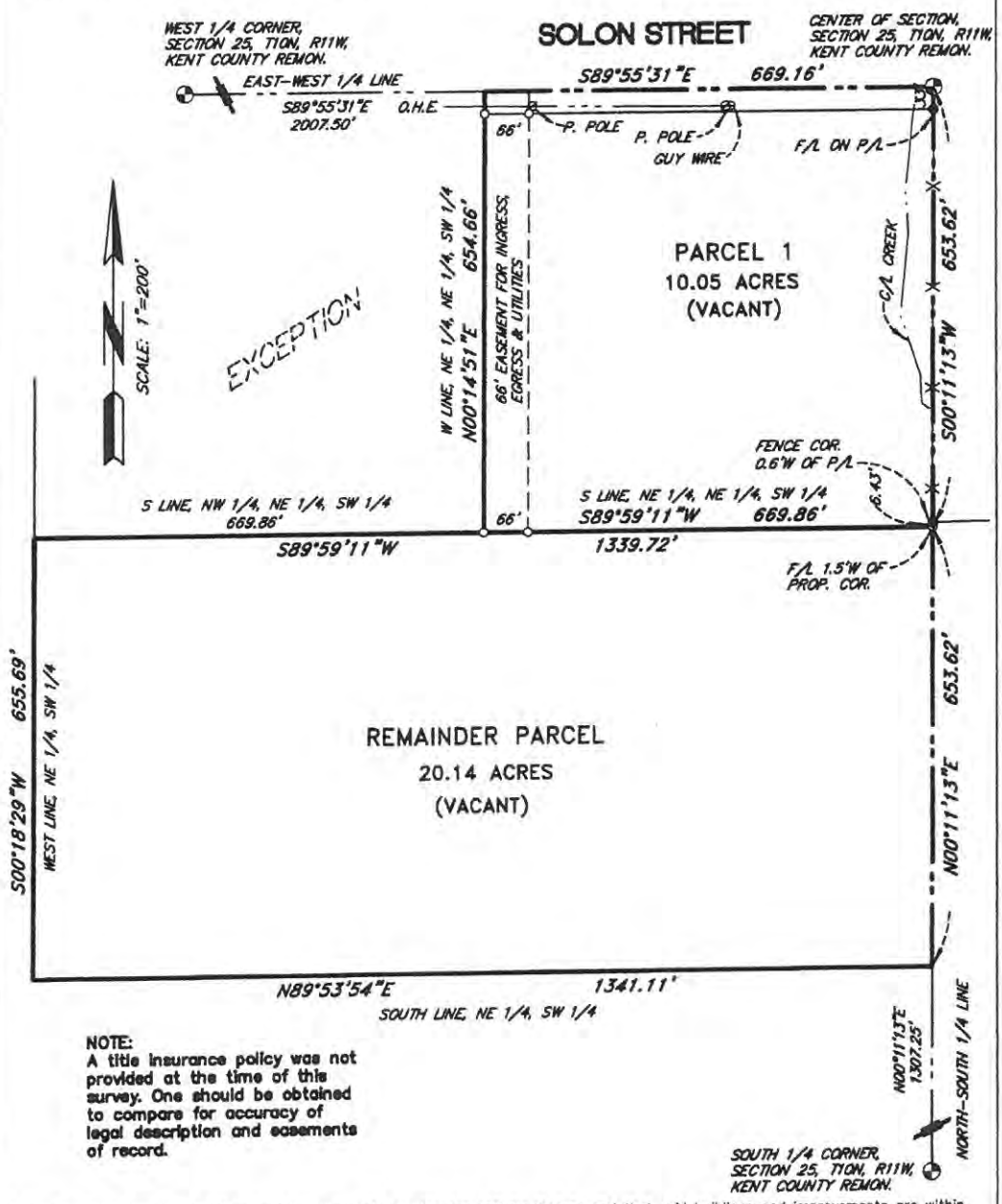
Creative Technologies Academy owns a square 10 acres (660' x 660') of vacant land bordering immediately to the west and with Pine Street (Solon Avenue) as the north boundary.

Project No. 180045
Date: February 5, 2018
For: Creative Technologies Academy
350 Pine St
Cedar Springs, MI 49319

Prop. Address: 4242 Solon St NE

ORDERED BY: Leon Stout
Stout Group LTD
4330 17 Mile NE
Cedar Springs, MI

LEGAL DESCRIPTIONS
(See Sheet 2 of 2)



NOTE:
A title insurance policy was not provided at the time of this survey. One should be obtained to compare for accuracy of legal description and easements of record.

I hereby certify that the buildings and improvements are located entirely thereon and that said buildings and improvements are within the property lines and that there are no existing encroachments upon the lands and property described unless otherwise shown hereon.

LEGEND

- o - IRON STAKE – SET
- ● - IRON FOUND
- □ - WOOD STAKE
- R - RECORDED DIMENSION
- D - DEED DIMENSION
- P - PLATTED DIMENSION
- M - MEASURED DIMENSION
- ℄ - CENTERLINE
- x-x - FENCE LINE

Roosien & Associates
SURVEYING AND ENGINEERING
5055 PLAINFIELD AVENUE, NE
GRAND RAPIDS, MICHIGAN 49525
TELE. (616) 361-7220
FAX (616) 361-1822

STATE OF MICHIGAN
KEVIN ROOSIEN
LAND SURVEYOR
No. 31604
PROFESSIONAL SURVEYOR

BY

Project No. 180045
Date: February 5, 2018
For: Creative Technologies Academy
350 Pine St
Cedar Springs, MI 49319

ORDERED BY: Leon Stout
Stout Group LTD
4330 17 Mile NE
Cedar Springs, MI

Prop. Address: 4242 Solon St NE

LEGAL DESCRIPTIONS

Parcel 1: The Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 25, T10N, R11W, Solon Township, Kent County, Michigan. Subject to the road right of way for Solon Street over the North 33.0 feet thereof.
Also subject to a 66.0 foot wide Easement for Ingress, Egress and Utilities over the West 66.0 feet thereof.

More particularly described as: Part of the Southwest 1/4 of Section 25, T10N, R11W, Solon Township, Kent County, Michigan, described as: Commencing at the West 1/4 corner of said Section; thence S89°55'31"E 2007.50 feet along the East–West 1/4 line of said Section to the Place of Beginning; thence S89°55'31"E 669.16 feet along said 1/4 line to the Center of said Section; thence S00°11'13"W 653.62 feet along the North–South 1/4 line of said Section; thence S89°59'11"W 669.86 feet along the South line of the Northeast 1/4 of the Northeast 1/4 of said Southwest 1/4; thence N00°14'51"E 654.66 feet along the West line of the Northeast 1/4 of the Northeast 1/4 of said Southwest 1/4 to the Place of Beginning. Subject to the road right of way for Solon Street over the North 33.0 feet thereof.
Also subject to a 66.0 foot wide Easement for Ingress, Egress and Utilities over the West 66.0 feet thereof.

Remainder Parcel: The South 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 25, T10N, R11W, Solon Township, Kent County, Michigan. Together with a 66.0 foot wide Easement for Ingress, Egress and Utilities over the West 66.0 feet of the Northeast 1/4 of the Northeast 1/4 of said Southwest 1/4.

I hereby certify that the buildings and improvements are located entirely thereon and that said buildings and improvements are within the property lines and that there are no existing encroachments upon the lands and property described unless otherwise shown hereon.

LEGEND
o - IRON STAKE – SET
● - IRON FOUND
□ - WOOD STAKE
R - RECORDED DIMENSION
D - DEED DIMENSION
P - PLATTED DIMENSION
M - MEASURED DIMENSION
℄ - CENTERLINE
x-x- FENCE LINE

Roosien & Associates
SURVEYING AND ENGINEERING
5055 PLAINFIELD AVENUE, NE
GRAND RAPIDS, MICHIGAN 49525
TELE. (616) 361–7220
FAX (616) 361–1822

STATE OF MICHIGAN
KEVIN ROOSIEN
LAND SURVEYOR
No. 31604
PROFESSIONAL SURVEYOR

BY

CONTRACT SCHEDULE 7

REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

SCHEDULE 7

REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

Required Information for Public School Academy. This Schedule contains information required by Parts 6A of the Michigan School Code. Every public school academy contract shall include the information contained in this Schedule 7.

Section a. Governance Structure of Public School Academy. The governance structure of the Academy is set forth in Schedule 2 and is outlined in "Section a" of this Schedule.

Section b. Educational Goals and Programs. The educational goals and programs of the Academy are set forth in "Section b" of this Schedule. These educational goals and programs fulfill at least one of the purposes set forth in the Code.

Section c. Curriculum. The curriculum of the Academy is set forth in "Section c" of this Schedule. The curriculum, together with the educational goals and programs, fulfills at least one of the purposes set forth in the Code.

Section d. Methods of Pupil Assessment. The methods of pupil assessment of the Academy are set forth in "Section d" of this Schedule.

Section e. Admission Policy and Criteria. The admission policy and criteria of the Academy are set forth in "Section e" of this Schedule.

Section f. Public Notice of Enrollment Procedures. The public notice of enrollment procedures are set forth in "Section f" of this Schedule.

Section g. School Calendar and School Day Schedule. The school calendar and school day schedule of the Academy are set forth in "Section g" of this Schedule.

Section h. Age or Grade Range of Pupils to Be Enrolled. The age or grade range of pupils to be enrolled by the Academy is set forth in "Section h" of this Schedule.

SECTION a

GOVERNANCE STRUCTURE OF PUBLIC SCHOOL ACADEMY

GOVERNANCE STRUCTURE

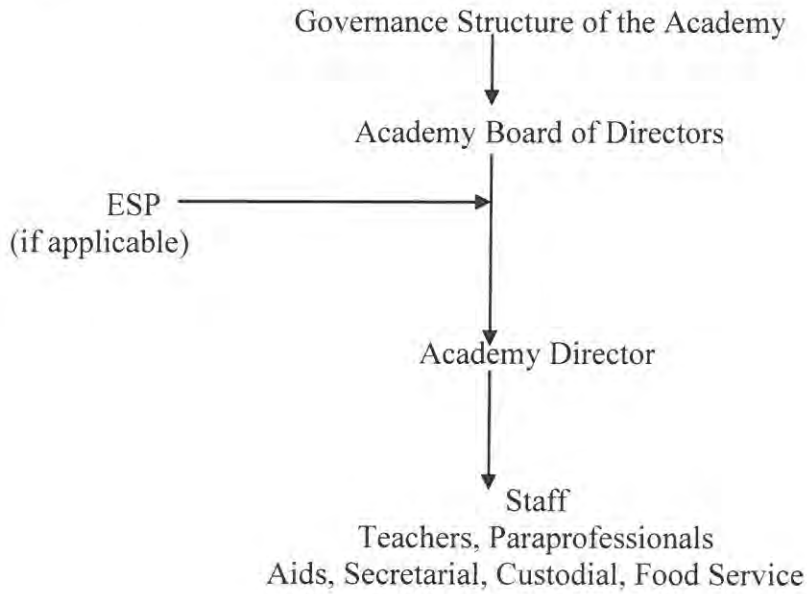
The University Board shall appoint the Board of Directors of the Academy ("Academy Board"). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the terms and conditions of this Contract and applicable law.

The method of selection and appointment, length of term, number of directors, oath of public office requirements, tenure, removal, resignation, compensation and prerequisite qualifications for and other matters pertaining to members of the Academy Board shall comply with the Resolution adopted by the University Board.

The Academy Board shall manage the business, property and affairs of the Academy. The Academy Board shall set all educational, fiscal, and administrative policies for the Academy.

After the issuance of this Contract, the Academy Board may contract with an Educational Service Provider (ESP) to implement the Academy's educational programs as set forth in Schedule 7c of this Contract. If the Academy Board retains an ESP, that ESP will be responsible for the performance of the Academy and will be accountable to the Academy Board. An ESP must report to the Academy Board at regularly scheduled times and upon any request by the Academy Board.

The day-to-day operation of the Academy will be the responsibility of the Academy Director (School Leader, Chief Academic Officer, Principal, Superintendent, etc.) who will have the authority to operate the school and supervise the staff. The ESP shall report directly to the Academy Board.



SECTION b

EDUCATIONAL GOAL POLICIES

FERRIS STATE UNIVERSITY

Charter Schools Office Policy

Adopted: 2010
Revised: 2019

CONTRACTUAL EDUCATIONAL GOAL AND RELATED MEASURES

Ferris State University monitors demonstrated improved pupil academic achievement for all groups of pupils as required by the Revised School Code.

Pursuant to the Terms and Conditions of the Contract ("Contract") issued by the Ferris State University Board of Trustees ("University Board"), this contractual Educational Goal Policy has been prepared by the Ferris State University Charter Schools Office (CSO). It now becomes part of the Contract and will go into effect thirty (30) days after Academy Board notification, as stated in these new Terms and Conditions of the Contract for all academies being authorized or reauthorized pursuant to Contracts issued by the University Board. Failure by the Academy Board to comply with this policy may result in the non-issuance of a Contract, or for existing academies, the initiation of suspension, termination or revocation proceedings under the Contract, and will be taken into account when considering reauthorization of an academy upon expiration of the contract.

A. EDUCATIONAL GOAL AND RELATED MEASURES

The Academy shall pursue the educational goal of preparing all students academically for success in college, work, and life. Although an increase in academic achievement for all groups of pupils as measured by assessments and other objective criteria is the most important factor in determining the Academy's progress toward the achievement of the educational goal, the CSO also considers other factors. Upon request, the Academy shall provide to Ferris State University a written report, along with supporting data, demonstrating:

1. Improved academic achievement for all groups of students
2. Measurable progress toward the achievement of the educational goal

It is expected that the Academy will meet the State of Michigan's academic standards and any improvement targets required to be achieved pursuant to state and federal law. The Academy is also expected to remain off the Priority School List published by the Michigan Department of Education or School Reform Office. If the Academy already has school buildings identified on this list, it is expected to make the progress necessary for them to no longer be identified.

B. EDUCATIONAL GOAL TO BE ACHIEVED

Academies authorized by the Ferris State University Board of Trustees will prepare all students academically for success in college, work, and life.

C. MEASURES FOR DETERMINING GOAL ACHIEVEMENT

To determine whether the Academy is demonstrating measurable progress in preparing all students academically for success in college, work, and life, the CSO will assess the Academy's performance using the following measures of student growth and achievement. The Academy will properly administer the tests detailed under each of the following metrics in accordance with the time frames identified in the Academy's Master Calendar of Reporting Requirements.

Measure 1: Student Growth Towards Achievement (All Academies)

Improved academic achievement for all students in Grades 2-10 regardless of each student's achievement level. On average, all students, regardless of academic ability, will meet or exceed national average growth.

Grade(s)	Goal	Metric
Grades 2-8	The Fall to Spring growth rate for all students in Reading and Math of each grade and subject area as measured by the CSO designated nationally norm-referenced test will fall at or above the 50th percentile.	Average percent of growth (gains percentile) as measured by the CSO required nationally normed test for each grade level and subject area**
Grades 9-10	The average Spring to Spring Subject Area Scores on state assigned college entrance suite of assessments will increase by 30 points for matched students. If average scores are at or above the published benchmark, subject area scores are expected to increase.	Spring to spring subject area scores on the state provided college entrance suite of assessment for students with scores in both testing periods. 9th Grade-10th Grade 10th Grade-11th Grade

**The CSO will look at the total number of grade levels for each subject area in determining progress towards the CSO determined assessment growth goal. (i.e., in a Grade 2-8 building, there are 7 Grades, with 14 data points. Meeting 12/14 would not be attaining the goal; however, it would be a factor in determining school support status.)

Measure 2: Student Achievement

The academic achievement of all students in grades 2-10, who have been enrolled for a full academic year at the Academy, will be, on average, at or above the 50th percentile and/or improve from year to year and over the course of the charter contract. **

Grade(s)	Goal	Metric
Grades 2-8	The average Spring percentile ranking for the Academy on a nationally normed assessment will be at the 50th percentile in both Math and Reading.	The average national achievement percentile ranking for Math and Reading (Grades 2-8 combined) will be at the 50th percentile.**
Grades 8-11	Students' average achievement levels on the state assigned college entrance suite will be at the 50th percentile.	The national percentile ranking of the average total score for all assessed students in each individual grade (8th, 9th, 10th, & 11th) on the state assigned college entrance suite will be at or above the 50th percentile.**

**The CSO will look at the percentile ranking for each subject area in determining progress towards this student achievement goal. (i.e. if a school's average percentile ranking is not at or above the 50th percentile in any area, the CSO will look at whether the school's percentile ranking is increasing from year to year and over the course of the charter contract.)

Measure 3: Student Achievement & Growth: Relative Performance and State/Federal Accountability

State Assessment:

Grade(s)	Goal	Metric
Grades 3-8	The percent proficient of all grade levels assessed in ELA and Math as determined by the state identified assessment for each grade will be at or above the resident and composite district.	State Required Assessment Composite resident district will be determined based on pupil enrollment as submitted to CEPI via MSDS in the fall of each academic year.
Grade 11	The percent proficient in EBRW and Math will be at or above resident and composite district.	State assigned college entrance exam.
All Grades Assessed:	The growth values for both ELA and Math must meet or exceed the established state targets.	State determined growth component index target values

** The CSO will look at the year-to-year growth component index value in determining progress towards this growth goal (i.e. if a school's growth values reduce the gap between the state target values and the school's growth values by 25% year to year and over the course of the charter contract.)

College Entrance:

Grade(s)	Goal	Metric
Grade 11	The average composite score on the state selected college entrance exam will be at or above the Academy's resident and composite district.	State required college entrance exam.

State/Federal Accountability:

Grade(s)	Goal	Metric
School	The Academy will have an index score of 40 or higher. Based on contractual language, the Academy cannot be in the bottom 5% of index values at anytime	School Reform/Michigan Department of Education Annual Top to Bottom ranking.

Strict Discipline and Alternative Education Academies

Academies designated as Strict Discipline Academies or Alternative Education Academies, as per the Michigan School Code, may be exempted from certain parts of these requirements due to their unique nature. In all cases, specific educational goals will be mutually developed and agreed upon by the Academy and FSU CSO and shall be attached to the contract.

New Academies

For the first three (3) years of operation, new academies will be expected to improve academic achievement for all grades and subject areas using the following measures:

Measure 1: Student Growth
Measure 2: Student Achievement
Measure 3: State/Federal Accountability, as required by the State.

SECTION c

CURRICULUM

CURRICULUM

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.2, the Academy shall implement, deliver and support the curriculum as identified in Schedule 7, Section c.

Creative Technologies Academy provides the basic level of technology and internet access required by the State Board to complete the learning experience. Students complete at least one learning experience that is presented online. The Academy is not a cyber-school.

A complete description of the curriculum is on file at Creative Technologies Academy and Ferris State University Charter Schools Office.

SECTION d

METHODS OF PUPIL ASSESSMENT

FERRIS STATE UNIVERSITY

Charter Schools Office Policy

Adopted: 2010
Revised: 2019

METHODS OF PUPIL ASSESSMENT

Ferris State University monitors demonstrated improved pupil academic achievement for all groups of pupils as required by the Revised School Code.

Ferris State University Charter Schools Office (CSO) requires authorized Academies to administer the following assessments:

Grade(s)	Assessment	Subjects
Grade K-2	State-Approved Benchmark Assessment	MDE Mandated Areas
Grades 2-10**	Nationally-Normed Assessment (NWEA MAP)	Math and Reading
Grades 8, 9-10	State-Aligned College Entrance Suite (PSAT 8/9, PSAT 10)	Evidence-Based Reading and Writing, Math
Grade 11	State-Mandated College Entrance and Career Readiness Exams (currently SAT/ACT WorkKeys)	As Mandated by State
Grades 3-8, 11	State-Mandated Assessment (M-STEP)	As Mandated by State (ELA, Math, Science, Social Studies)

*NWEA® MAP® for Reading, Math, and Language Usage will be provided to the Academies by the Charter Schools Office (CSO). While administration of the K-1 assessment is not required by the CSO, it is available for the Academies to utilize at no charge, and would meet the Code requirement for 1st Grade. Any other assessment an academy chooses to use at the 1st Grade level shall be paid for by the Academy.

**NWEA is not required for all academies in Grades 9 and 10. Academies follow their individual Goals and Measures.

- All assessments must be in compliance with the Revised School Code.
- The Academy shall properly administer all state-mandated academic assessments identified in the Code.
- The Academy shall properly administer the academic assessments identified in the current contractual Terms and Conditions and adhere to the ethical standards and assessment procedures associated with these assessments in accordance with the requirements detailed in the Master Academic Calendar annually issued by CSO. The Academy must ensure that those individuals involved with the administration of these assessments are properly trained by attending any CSO-offered professional learning.

- The Academy shall authorize the CSO to have access to the Academy's Student/School Data Applications through the Center for Educational Performance and Information (CEPI), and the electronic reporting system administered by the Michigan Department of Education to access the Academy's state assessment results, as applicable.

Strict Discipline Academies

Academies designated as Strict Discipline Academies or Alternative Education Academies as per the Michigan School Code may be exempted from certain parts of these requirements due to their unique nature. In all cases, specific educational goals will be mutually developed and agreed upon by the Academy and the CSO and shall be attached to the Contract. Written reports on the progress of the Academy's goals shall be submitted annually to Epicenter by June 30.

SECTION e

ADMISSION POLICY AND CRITERIA

ADMISSION POLICY AND CRITERIA

Revised: April 2018

Enrollment Information

Charter schools, legally known as public school academies (PSAs) can set maximum enrollment numbers but **cannot pick and choose which students to enroll**. MCL 380.504 (2) is very clear:

> (2) A public school academy shall not charge tuition and shall not discriminate in its pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a student with a disability, or any other basis that would be illegal if used by a school district. However, a public school academy may limit admission to pupils who are within a particular range of age or grade level or on any other basis that would be legal if used by a school district and may give enrollment priority as provided in subsection (4).
>
> (4) A public school academy may give enrollment priority to one (1) or more of the following:
>
> (a) A sibling of a pupil enrolled in the public school academy.
>
> (b) A pupil who transfers to the public school academy from another public school pursuant to a matriculation agreement between the public school academy and other public school that provides for this enrollment priority, if all of the following requirements are met:
>
> (*i*) Each public school that enters into the matriculation agreement remains a separate and independent public school.
>
> (*ii*) The public school academy that gives the enrollment priority selects at least 5% of its pupils for enrollment using a random selection process.
>
> (*iii*) The matriculation agreement allows any pupil who was enrolled at any time during elementary school in a public school that is party to the matriculation agreement and who was not expelled from the public school to enroll in the public school academy giving enrollment priority under the matriculation agreement.
>
> (c) A child of a person who is employed by or at the public school academy or who is on the board of directors of the public school academy. As used in this subdivision, "child" includes an adopted child or a legal ward.

All PSAs must have an Open Enrollment Period of at least two (2) weeks that include opportunities for students to enroll. Enrollment times must include some evening and weekend times. (MCL 380.503 (6) (ii)) The Open Enrollment times and information must be advertised. The main purposes of Open Enrollment are to allow currently enrolled students to enroll for next year (guaranteeing them a spot if the family completes the enrollment process), allow new enrollees to submit applications, and establish preliminary student numbers so the school can make staffing and mandated decisions about student admission.

Before Open Enrollment, the **school needs to set enrollment maximums** by building or grade level(s). These grade/building level maximums should be available on the PSA's website, as well as included in their Open Enrollment posted advertisements. Maximums can be stated as either the total number of available slots per grade/building or the current number of openings per grade/building (subtract current enrollees from total maximum number per grade/building). The posting should also indicate that the PSA Board has the ability to change the maximum enrollment numbers per grade/building based on potential enrollees, available staff, and facility limitations.

When the Open Enrollment period ends, the building leader, with input from the Board, must determine if the number of new enrollees (students not currently enrolled) exceeds the number of open slots in a grade, combination of grades, the building, or the district. **The building leader must also add any new enrollees who are siblings of currently enrolled students, whose parent or legal guardian is employed by the school or who is currently on the board of directors, or new enrollees who are part of a matriculation agreement to the currently enrolled number.** These students get enrollment priorities based on MCL 380.504 4(c) and do not need to be placed into the lottery procedure. **If the number of new enrollees DOES NOT EXCEED the number of open slots, no lottery is needed. This means the school has the staff and facility capabilities to educate the combination of currently enrolled students plus the new enrollees. Within two (2) days after the Open Enrollment period ends, the school must submit into Epicenter the Lottery Notification Document. Using the Lottery Notification Document, the school selects "Enrollment maximum not exceeded, no lottery needed."**

If the number of new enrollees during the Open Enrollment period EXCEEDS the number of open slots, a lottery is needed and must be scheduled within two (2) weeks of the close of the Open Enrollment period. The building leader must inform the Ferris State University Charter Schools Office (CSO) field representative the time, date, and location of the lottery. **Within two (2) days after the Open Enrollment period ends, the school must submit into Epicenter the Lottery Notification Document. Using the Lottery Notification Document, the school selects "Enrollment maximum exceeded, lottery required."** Field Representatives or a **CSO representative attends academies' lotteries** to observe and verifies via School Visitation Report. Because an "impartial party" draws the student name cards, the CSO staff member should not actually pick the cards, but observe the process.

Field Representatives must remind their schools to follow the contractual lottery process:

LOTTERY PROCESS

Place the name and grade (or other system of grouping) of each student registered to enroll on a 3" x 5" card. Also on a card, place the name and grade (or group) of all siblings who have applied for admission.

Sort cards by grade (or group).

Start lottery with either highest grade offered or lowest grade offered.

Place cards, for group to be drawn, in an opaque container large enough to thoroughly mix the cards.

Mix the cards.

Have an impartial party draw the cards.

Announce the name of student drawn on each card and write the name on a numbered roster sheet for that group. (Note: roster sheets should provide for identifying the status that placed the student's name on the sheet, "Drawing" or "Sibling".)

Place sibling name(s) on the appropriate roster sheets. (Note: roster sheets should provide for identifying the status that placed the student's name on the sheet, "Drawing" or "Sibling".)

Remove sibling cards from their drawing group.

Continue the process until available seats for the group are filled.

Continue the process and place the remaining student names on a waiting-list roster for that group in the order they are drawn. **(Note: Do not remove sibling cards from their drawing group when a student is placed on the waiting list. They still have a chance of being selected during the drawing for their group or for another siblings group.)**

Continue the process until all names, for that group, have been drawn.

Repeat the process chronologically for each group until all names for all groups have been drawn and the lottery is concluded.

An initial waiting list is populated during the lottery process above based on the order the student's name was drawn after the grade or building enrollment limit was met. The waiting list for enrollees AFTER the lottery process or Open Enrollment period ends is populated by new enrollees in the order the enrollment process is completed based on date and time. These students are added to the initial waiting list based on the time and date of their enrollment.

Building leaders must inform their field representative when a waiting list is generated. **Field Representatives then inform the CSO that a waiting list has been created** (name of school, grades that have a waiting list, any known plans to add sections/staff/space to eliminate waiting list, etc.) Field representatives periodically review academies' waiting lists and verify on School Visitation Report. There are no Epicenter submissions for waiting lists.

SECTION f

PUBLIC NOTICE OF ENROLLMENT PROCEDURES

PUBLIC NOTICE OF ENROLLMENT PROCEDURES

Must contain a statement regarding nondiscrimination.

Revised: 2019

Recruitment and Public Notice. The Academy will take various steps for advertising its existence and intention to operate as a public school academy. These are listed below:

1. Distribution of flyers announcing the Academy throughout the surrounding community at area churches, community centers, day care institutions, local businesses, community-based organizations and other locations parents and students are likely to frequent.

2. News article in the major local newspapers as to the opening date, enrollment period, overview of the program, and other information pertinent to prospective students and families.

3. Public Service Announcements on local radio and cable.

4. Announcement of the Academy's opening in local area school and community publications.

5. Open House and Kick-Off for the enrollment period including tours of the Academy, overview of the program, examples of planned instructional activities, informal meetings with teachers and administrative staff, and information packets for interested parents.

6. Community Information Meetings to be held at various geographic locations around the county so that the greatest number of parents and students will be informed about the Academy's programs.

Creative Technologies Academy does not discriminate in its enrollment process based on:

- Race
- Color
- Religion or Creed
- National Origin
- Sex
- Sexual Orientation
- Gender Identity
- Marital Status
- Veteran or Military Status
- Height
- Weight
- Protected Disability
- Genetic Information
- Any other characteristic prohibited by applicable state or federal laws or regulations

SECTION g

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

Creative Technologies Academy Academic Calendar | 2019 - 2020

Aug 2019						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
						9

Sep 2019						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
						20

Oct 2019						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
						23

Nov 2019						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						18

Dec 2019						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						15

Jan 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						20

Feb 2020						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
						18

Mar 2020						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						22

Apr 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
						16

May 2020						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						19

Jun 2020						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Aug 19 – 1st Day of School
Dec 20 – 1st Semester Ends; Jan 6 – 2nd Semester begins
May 29 – Last Day of School

No School Days

August 30, September 2	Labor Day Break
November 27 – 29	Thanksgiving Break
December 23 – January 3	Winter Break
February 17 and 18	Mid-Winter Break
April 3, and April 6-10	Spring Break
May 22 and 25	Memorial Break

Student Only Early Release Days

September 13, 27		October 11
November 1		December 13
January 10, 24		February 7
March 6	April 24	May 1

Student and Staff Early Release Days

August 23
October 4, 25
November 15, 26
December 20
February 14
March 20
April 2
May 15, 21, 27, 28, 29

Snow Day Make Up if Needed

April 3
May 22
June 1. 2. 3. 4. 5

CREATIVE TECHNOLOGIES ACADEMY
SCHOOL CALENDAR – 2019-20
180 SCHOOL DAYS

SCHOOL HOURS
Grades K-5: 8:00 am – 3:00 pm
Grades 6-12: 7:45 am - 2:45 pm
FlexTrac Grades 9-12: (7:45 am – 2:45 pm including 2 self-scheduled hours)

August	19	First day of Classes for ALL students
	23	Early Release for Students and Staff (12:45 and 1:00 pm)
	29	Early Release for Students and Staff (12:45 and 1:00 pm)
	30	No School for Students and Staff – Labor Day Break
September	2	No School for Students and Staff – Labor Day Break
	13	Student Early Release - Staff PLC/PD (12:45 and 1:00 pm)
	27	Student Early Release - Staff PLC/PD (12:45 and 1:00 pm)
October	4	Early Release for Students and Staff (12:45 and 1:00 pm)
	11	Student Early Release - Staff PLC/PD (12:45 and 1:00 pm)
	25	Early Release for Students and Staff (12:45 and 1:00 pm)
November	1	Student Early Release - Staff PLC/PD (12:45 and 1:00 pm)
	15	Early Release for Students and Staff (12:45 and 1:00 pm)
	26	Early Release for Students and Staff (12:45 and 1:00 pm)
	27, 28, 29	No School for Students and Staff - Thanksgiving Break
December	13	Student Early Release - Staff PLC/PD (12:45 and 1:00 pm)
	20	Early Release for Students and Staff (12:45 and 1:00 pm)
	20	End of 1st Semester – (85 days)
	21-Jan 5	No School for Students and Staff - Winter Break
January	6	Classes Resume – 1st day 2nd semester
	10	Student Early Release - Staff PLC/PD (12:45 and 1:00 pm)
	24	Student Early Release - Staff PLC/PD (12:45 and 1:00 pm)
February	7	Student Early Release - Staff PLC/PD (12:45 and 1:00 pm)
	14	Early Release for Students and Staff (12:45 and 1:00 pm)
	17-18	No School for Students and Staff – Mid-Winter Break
March	6	Student Early Release - Staff PLC/PD (12:45 and 1:00 pm)
	20	Early Release for Students and Staff (12:45 and 1:00 pm)
April	2	Early Release for Students and Staff (12:45 and 1:00 pm)
	3	No School for Students and Staff *(possible weather make up day)*
	6-10	No School for Students and Staff - Spring Break
	24	Student Early Release - Staff PLC/PD (12:45 and 1:00 pm)

May	1	Student Early Release - Staff PLC/PD (12:45 and 1:00 pm)
	15	Early Release for Students and Staff (12:45 and 1:00 pm)
	21	Early Release for Students and Staff (12:45 and 1:00 pm)
	22	No School for Students and Staff - Memorial Recess *(possible weather make up day)*
	25	No School for Students and Staff - Memorial Recess
	27, 28, 29	Early Release for Students and Staff (12:45 and 1:00 pm)
	29	Last Day of School - End of 2nd Semester (95 days)
June	1, 2, 3, 4, 5	*Possible make up days for inclement weather*

- ***180 teaching days***
- ***38 hours in-house professional development***
  - ***Two 6-hour professional development days***
  - ***One 4-hour professional development day***
  - ***Eleven 2-hour professional development sessions***
- ***1 Orientation Day with Open House***
- ***1 Teacher Work day***
- ***Total of 184 Working Days for Teachers***

NOTICE OF OPEN ENROLLMENT FOR 2020-2021:
JANUARY 15, 2020 – FEBRUARY 15, 2020

SECTION h

AGE OR GRADE RANGE OF PUPILS TO BE ENROLLED

AGE OR GRADE RANGE OF PUPILS TO BE ENROLLED

Creative Technologies Academy is authorized to serve students in Grades K – 12. All grades might not be enrolled every year.

CONTRACT SCHEDULE 8

INFORMATION AVAILABLE TO THE PUBLIC

SCHEDULE 8

INFORMATION TO BE PROVIDED BY THE ACADEMY AND/OR EDUCATIONAL SERVICE PROVIDER

Revised: 2019

A. The following described categories of information are specifically included within those to be made available to the public and the CSO by the Academy in accordance with the current Terms and Conditions of the Contract:

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. List of bills paid for amounts of $10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the authorizer
11. Copy of curriculum and other educational materials given to the CSO
12. Copy of School Improvement Plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds
14. Copies of equipment leases

15. Proof of ownership for Academy-owned vehicles and portable buildings

16. Copy of Academy Board approved management contract with Education Service Provider

17. Copy of Academy Board approved services contract(s)

18. Office of Fire Safety certificate of occupancy for all Academy facilities

19. MDE letter of continuous use (if required)

20. Local County Health Department food service permit (if required)

21. Asbestos inspection report and Asbestos management plan (if required)

22. Boiler inspection certificate and lead based paint survey (if required)

23. Phase 1 environmental report (if required)

24. List of current Academy teachers and school administrators with names and addresses and their individual salaries as submitted to the Registry of Educational Personnel

25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff

26. Evidence of fingerprinting, criminal background and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators

27. Academy Board approved policies

28. Copy of the annual financial audit and any management letters issued to the Academy Board as part of the audit

29. Proof of insurance as required by the Contract

30. Any other information specifically required under Public Act 277 of 2011

B. The following information is specifically included within the types of information available to the Academy by the Educational Service Provider (if any) in accordance with the current Terms and Conditions of the Contract:

1. Information Regarding Academy Teachers, Administrators, and Support Staff

   (a) Personal information (name, address, age, sex, marital status, if known)

   (b) Education (highest degree attained, alma mater, certifications, teaching certificates, years of experience in educational systems, etc.)

   (c) Employment record (occupation, rate of pay, seniority, salaries, benefits, disciplinary actions, if any, commendations, special projects directed, supervisory evaluations, etc.)

2. Information Regarding Academy Business Operations

   (a) Financial records and information concerning the operation of the Academy, including without limitation budgets and detailed records of funds received from the State and others, expenditure of those funds, investment of those funds, carryover, contractual arrangements and/or agreements, etc.)

   (b) Financial records and information concerning mortgages and loans to which the Academy is a party.

3. Other Information

   (a) Any information needed by the Academy in order to comply with its obligations to disclose the information listed under Part A above.

TO BE COMPLETED BY MICHIGAN DEPARTMENT OF EDUCATION PUBLIC SCHOOL ACADEMY UNIT	
Date Received by MDE	**Academy District/Building Codes**

CONSOLIDATED PUBLIC SCHOOL ACADEMY (ALL TYPES) CONTRACT CHECKLIST

Effective on 2/4/2014

All information on this page is necessary to be eligible for State Aid and to complete the Educational Entity Master

AUTHORIZER INFORMATION

Name of Authorizing Body:	**Federal Employer ID# of Authorizing Body:**	
Ferris State University	38-600-5159	
Contact Person:	**Phone:**	**Email:**
Ronald Rizzo, Ph.D.	(231) 591-5807	RonaldRizzo@ferris.edu

TYPE OF AUTHORIZING BODY:
☒ State Public University ☐ Community College ☐ Intermediate School District ☐ Local School District/Local Education Agency ☐ Interlocal Agreement Entity

PSA ADMINISTRATIVE OFFICE

Academy Name:	**Contract Effective Dates:**
Creative Technologies Academy	7/1/ 2019 to 6/30/2026 (7 yrs)

State Corporate ID #:	**Federal Employer ID#:**	**Data Universal Numbering System (DUNS)**
758-304	38-342-3215	04-3644546

TYPE OF ACADEMY (check only one)

Chartered under Part 6a:
☒ Public School Academy (MCL 380.501 et seq.)
☐ PSA Replacement from Conversion to 6E (MCL 380.502a(e))

Chartered under Part 6c:
☐ Urban High School Academy (MCL 380.521 et seq.)

Chartered under Part 6e:
☐ Replication of H.P. School/Program (MCL 380.552(1))
☐ Cyber School (MCL 380.552(2))
☐ Conversion to a School of Excellence (MCL 380.552(3))

Chartered under 1311b et seq.:
☐ Strict Discipline Academy (MCL 380.1311b et seq.)

Proposed Enrollment: 312	**Grades to Start Academy:** K-12	**Number of School Days:** 180	**SCHOOL CALENDAR**
Free/Reduced Eligible: 40%	**Grades Authorized:** K-12	**Instructional Hours:** 1,098	**First Day:** 8/19/2019 **Last Day:** 5/29/2020

Expansion comments, when applicable:

PSA Administrative Office Address:	**City:**	**Zip Code:**	**Website URL:**
350 Pine St	Cedar Springs	49319	http://www.ctachargers.org/

Contact Person:	**Position:**	**Phone:** (616) 696-4905 **Fax:** (616) 696-4920	**E-Mail:** dgeorge@ctachargers.org
Dan George	Principal		

County Name:	**Intermediate School District:**	**Local School District:**
Kent	Kent County ISD	Cedar Springs Public School District

Educational Service Provider:	**Address:**	**City:**	**State:**	**Zip Code:**
Self-Managed				

PSA BOARD PRESIDENT INFORMATION

Board President Name:	**Phone:** (616) 696-6121	**E-mail:** cindypatin@gmail.com
Cynthia Patin		

Address: 2207 15 Mile Road, NE	**City:** Sparta	**Zip Code:** 49345

MAIN SITE			
Academy Name: Creative Technologies Academy			
Address: 350 Pine Street		**City:** Cedar Springs	**Zip Code:** 49319
Contact Person: Dan George	**Position:** Principal	**Phone:** (616) 696-4905 **Fax:** (616) 696-4920	**E-Mail:** dgeorge@ctaschool.com
County Name: Kent	**Intermediate School District:** Kent ISD	**Local School District:** Cedar Springs Public School	**Grade Configuration:** K - 12
DELEG/LARA Certificate of Use and Occupancy: ☐ **(Final) Date Issued:**		☐ **(Temporary) No.:**	**Expiration Date:**

SITE 2			
Academy Name:			
Address:		**City:**	**Zip Code:**
Contact Person:	**Position:**	**Phone:** **Fax:**	**E-Mail:**
County Name:	**Intermediate School District:**	**Local School District:**	**Grade Configuration:**
DELEG/LARA Certificate of Use and Occupancy: ☐ **(Final) Date Issued:**		☐ **(Temporary) No.:**	**Expiration Date:**

SITE 3			
Academy Name:			
Address:		**City:**	**Zip Code:**
Contact Person:	**Position:**	**Phone:** **Fax:**	**E-Mail:**
County Name:	**Intermediate School District:**	**Local School District:**	**Grade Configuration:**
DELEG/LARA Certificate of Use and Occupancy: ☐ **(Final) Date Issued:**		☐ **(Temporary) No.:**	**Expiration Date:**

SITE 4			
Academy Name:			
Address:		**City:**	**Zip Code:**
Contact Person:	**Position:**	**Phone:** **Fax:**	**E-Mail:**
County Name:	**Intermediate School District:**	**Local School District:**	**Grade Configuration:**
DELEG/LARA Certificate of Use and Occupancy: ☐ **(Final) Date Issued:**		☐ **(Temporary) No.:**	**Expiration Date:**

Attach additional pages for additional sites, if necessary.

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
1	Authorizing body to submit **contract** to state within 10 days of issuance **Date Issued: July 1, 2019** **Date Received @ MDE:** **# Days:**	**All Academies** Part 6a: 503(4) Part 6c: 528(1)(b) Part 6e: 561(1)(b) 1311b et seq: 1311e(3)	**Contract Cover Page**	
Applicant Information				
2	• Identification of the **person or entity** applying for the contract.	**All Academies** Part 6a: 502(3)(a) Part 6c: 522(4)(a) Part 6e: 552(7)(a) 1311b et seq: 1311d(3)(a)	**Tab A**	
3	• Indication that the "entity" applying for the contract is a nonprofit corporation that has been granted **509(a) tax-exempt** status.	**USHAs** Part 6c: 521(2)(e)	**n/a**	
4	• Indication of the state **Superintendent of Public Instruction approval** of Academy as a replication of a high-performing school or program.	**H.P. School/Program** Part 6e: 552(1(a)	**n/a**	
5	• Indication that the "entity" applying for the contract demonstrates experience in delivering a quality education program that improves academic achievement. In determining whether this requirement is met, an authorizing body shall refer to the standards for quality online learning established by the national association of charter school authorizers or other similar nationally recognized standards for quality online learning.	**Cyber Schools** Part 6e: 552(2)(c)	**n/a**	
6	• Indication that the Public School Academy chartered under Part 6a meets the **eligibility criteria to be re-chartered as a School of Excellence (SOE)**, as provided for by law.	**Conversion of PSA to SOE** Part 6e: 552(3); 552(4)	**n/a**	
Academy Organization and Incorporation				
7	**Authorizing Body's Contract Issuance Resolution** adopted by authorizing body, including: **Adopted: December 14, 2018** **Effective Date: July 1, 2019**	**All Academies** Part 6a: 502(3)(b); 503(5) Part 6c: 522(4)(b); 528(1)(c) Part 6e:552(7)(b); 553(4) 1311b et seq: 1311d(3)(b); 1311e(4); 1311(5)(d)	**Tab A P. 2**	
8	• Board of Directors **names and description of qualifications**, as applicable.	**All Academies** Part 6a: 502(3)(b); 503(6)(d) Part 6c: 522(4)(b) Part 6e: 552(7)(b); 561(1)(c) 1311b et seq: 1311d(3)(b); 1311e(4)(5)(d)	**Tab A P. 6**	

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
9	• **Method of appointment** or selection of members of the Board of Directors.	**All Academies** Part 6a: 503(5) Part 6c: 528(1)(c) Part 6e: 553(4); 561(1)(c) 1311b et seq: 1311d(3)(b); 1311e(4); 1311(5)(d)	**Tab A** **P. 3**	
10	• **Number of members** of the Board of Directors.	**All Academies** Part 6a: 503(5) Part 6c: 528(1)(c) Part 6e: 553(4); 561(1)(c) 1311b et seq: 1311e(4); 1311(5)(d)	**Tab A** **P. 4**	
11	• **Length of term of members** of the Board of Directors.	**All Academies** Part 6a: 503(5) Part 6c: 528(1)(c) Part 6e: 553(4); 561(1)(c) 1311b et seq: 1311e(4); 1311(5)(d)	**Tab A** **P. 4**	
12	• **Citizenship of members** of the Board of Directors.	**All Academies** Part 6a: 503(5) Part 6c: 528(1)(c) Part 6e: 553(4)	**Tab A** **P. 4**	
13	**Articles of Incorporation as a Michigan Nonprofit Corporation** File Date: April 8, 2019 State Corp. ID #: 758-304	**All Academies** Part 6a: 502(3)(c) Part 6c: 522(4)(c) Part 6e: 552(7)(c) 1311b et seq:1311d(3)(c); 1311d(5)(d)	**Tab 1** **P. 1**	
14	• **Name** of Academy.	**All Academies** Part 6a: 502(3)(c)(i) Part 6c: 522(4)(c)(i) Part 6e: 552(7)(c)(i) 1311b et seq: 1311d(3)(c)(i)	**Tab 1** **P. 1**	
15	• **Purpose** of Academy & pursuant to applicable law that the Academy is a governmental entity of the state.	**All Academies** Part 6a: 502(3)(c)(ii) Part 6c: 522(4)(c)(ii) Part 6e: 552(7)(c)(ii) 1311b et seq: 1311d(3)(c)(ii)	**Tab 1** **P. 2**	

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
16	**Academy bylaws.**	**All Academies** Part 6a: 502(3)(d) Part 6c: 522(4)(d) Part 6e: 552(7)(d) 1311b et seq:1311d(3)(d)	**Tab C2**	
Fiscal Agent				
17	Designation of **fiscal agent.**	**All Academies** Part 6a: 507(3) Part 6c: 528(3) Part 6e:561(3) 1311b et seq: 1311l(1)	**Tab C3** **Sec. 1.01** **P. 3-1**	
18	**Duties** of fiscal agent.	**All Academies** Part 6a: 507(3) Part 6c: 528(3) Part 6e:561(3) 1311b et seq: 1311l(1)	**Tab C3** **Sec. 2.01-2.04** **P. 2**	
19	Authorizer **administrative fee** of up to 3% of total State Aid.	**All Academies** Part 6a: 502(6) Part 6c: 522(7) Part 6e: 552(10) 1311b et seq: 1311d(6)	**Tab C4** **Sec. 4.01** **P. 5**	
Compliance with Applicable Law and Disclosure of Public Information				
20	Prohibition on the Academy charging **tuition**.	**All Academies** Part 6a: 504(2) Part 6c: 524(2) Part 6e: 556(2) 1311b et seq: 1311g(2)	**Tab B** **Sec. 7.1** **P. 16**	
21	To the extent disqualified under law, a prohibition from Academy being organized by church or other **religious** organization and having organizational or contractual affiliation with or constitute a church or other religious organization.	**All Academies** Part 6a: 502(1); 1217 Part 6c: 522(1); 1217 Part 6e: 552(5); 1217 1311b et seq:1311d(1); 1217	**Tab B** **Sec. 6.11** **P. 15**	
22	Certification/Agreement signed by an authorized member of the Academy Board stating they **will comply with the contract and all applicable law**.	**All Academies** Part 6a: 503(6)(i) Part 6c: 523(2)(d) Part 6e: 553(5)(h) 1311d:1311d(3)(h)	**Tab B** **Sec. 6.13** **P. 15-16**	Signature Page

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
23	The methods by which the Academy will be **held accountable**.	**All Academies** Part 6a: 503(6)(a) Part 6c: 523(2)(a) Part 6e: 553(5)(a) 1311b et seq: 1311e(5)(a)	**Tab B** **Sec. 6.3** **P. 13-14**	
24	Description of method to be used to monitor the Academy's compliance with **applicable law** and its performance in meeting its targeted **educational objectives.**	**All Academies** Part 6a: 503(6)(b) Part 6c: 523(2)(b) Part 6e:553(5)(b) 1311b et seq: 1311e(5)(b)	**Tab 7b**	
25	Requirement that all Academy property must be **insured.**	**All Academies** Part 6a: 1269 Part 6c: 523(2)(k)(vi); 1269 Part 6e: 553(5)(l)(vi); 1269 1311b et seq: 1269	**Tab B** **Sec. 11.9** **P. 28**	
26	Requirement & procedure for **annual CPA financial audit** in accordance with generally accepted governmental auditing principles.	**All Academies** Part 6a: 503(6)(g) Part 6c: 523(2)(g) Part 6e: 553(5)(h) 1311b et seq: 1311e(5)(h)	**Tab B** **Sec. 6.8** **P. 14**	
27	Length of **contract term** and standards for reauthorization.	**All Academies** Part 6a: 503(6)(h) Part 6c:522(3); 523(2)(p) Part 6e: 561(4) 1311b et seq: 1311e(5)(i)	**Tab A** **P. 3**	
28	Description of the process for **amending the contract** during the term of the contract.	**All Academies** Part 6a: 503(6)(c) Part 6c: 523(2)(c) Part 6e: 553(5)(c) 1311b et seq: 1311e(5)(c)	**Tab B** **Sec. 9.1-9.6** **P.17-18**	
29	Requirement that the Academy Board shall **make information about its operation and management** available to the public and authorizing body.	**All Academies** Part 6a: 503(6)(l) Part 6c: 523(2)(j) Part 6e: 553(5)(k) 1311b et seq: 1311e(7)(f)	**Tab 8**	
30	Requirement that the Board of Directors of a Public School Academy (including Cyber Schools) that operates an online or other distance learning program shall submit a monthly report to MDE, in a form and manner prescribed by MDE, that reports the number of pupils enrolled in the online or distance learning program, during the immediately preceding month.	**All Academies** Part 6e: 552(20)	**Tab 7c** **P. 1**	No online or other distance learning components.

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
31	Requirement that the Academy Board shall collect, maintain and make available to the public and authorizing body **information concerning the operation and management** of the Academy, as provided for by law.	**All Academies** Part 6a: 503(6)(m) Part 6c: 523(2)(k) Part 6e:553(5)(l) 1311b et seq: 1311e(7)(f)	**Tab B** **Sec. 11.27** **P. 33**	
32	Requirement that the Board shall report to the authorizing body a current list of teachers and school administrators working at the Academy that includes their individual salaries.	**All Academies** Part 6a: 503(6)(m)(iv) Part 6c: 523(2)(k)(iv) Part 6e:553(5)(l)(iv) 1311b et seq: 1311e(7)(f)	**Tab 8** **P. 2**	
33	Statement that Academy shall **comply with all applicable law**.	**All Academies** Part 6a: 503(7); MCL 15.322 Part 6c: 523(3); 528(1)(d) Part 6e: 552(7)(h); 553(6) 1311b et seq: 1311d(3)(h); 1311e(6)	**Tab B** **Sec. 8.1** **P. 16**	
34	Statement that Academy Board shall ensure compliance with the requirements of **1968 PA 317**, MCL. 15.321 to 15.330.	**All Academies** Part 6a: 503(6)(j) Part 6c: 523(2)(h) Part 6e:553(5)(i) 1311b et seq: 1311e(7)(f)	**Tab B** **Sec. 11.29** **P. 33**	
Academy Governance, Operation, and Educational Program				
35	**Governance** structure of the Academy.	**All Academies** Part 6a: 503(6)(d) Part 6c: 522(4)(e)(i) Part 6e: 552(7)(e)(i) 1311b et seq: 1311d(3)(e)(i); 1311e(5)(d); 1311d(3)(v)(f)	**Tab 7a**	
36	The role of the **contract administrator** of the Academy, if applicable.	**USHAs** Part 6c: 529(c)	**n/a**	
37	Educational goals **of the Academy that include demonstrated improved pupil academic achievement for all groups of pupils**.	**All Academies** Part 6a: 502(3)(e)(ii); 503(6)(a) Part 6c: 522(4)(e)(ii); 523(2)(a) Part 6e: 552(7)(e)(ii); 553(5)(a) 1311b et seq:1311d(3)(e)(ii); 1311e(5)(a)	**Tab 7b**	

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
38	**Curricula** offered at the Academy. This section must contain the entire curriculum.	**All Academies** Part 6a: 502(3)(e)(ii) Part 6c: 522(4)(e)(ii) Part 6e: 552(7)(e)(ii) 1311b et seq: 1311d(3)(e)(ii); 1311e(5)(d)	**Tab 7c**	Links Provided
39	**Methods of pupil assessment** at the Academy (MEAP and MME, as applicable, as a minimum).	**All Academies** Part 6a: 503(6)(a) Part 6c: 522(4)(c)(ii); 523(2)(a) Part 6e: 552(7)(e)(ii); 553(5)(a) 1311b et seq: 1311d(3)(e)(ii); 1311e(5)(a)	**Tab 7d**	
40	**Student admission policy, criteria** and **enrollment process,** as applicable per type of academy.	**All Academies** Part 6a: 503(6)(d) Part 6c: 522(4)(e)(iii); 523(2)(m); 528(1)(g) Part 6e: 552(7)(e)(iii); 553(5)(o); 561(1)(g) 1311b et seq: 1311d(3)(e)(ii); 1311e(5)(d)	**Tab 7e**	
41	**Matriculation agreement,** if applicable.	**All PSAs; All SOEs** 20 U.S.C. 7221i(1)(k) Part 6a:504(4)(b) Part 6e: 556(4)(b)	**Tab B** **Sec. 6.14** **P. 16**	
42	**School calendar** and **school day** schedule.	**All Academies, except Cyber Schools** Part 6a: 502(3)(e)(iv) Part 6c: 522(4)(e)(iv) Part 6e: 552(7)(e)(iv) 1311b et seq: 1311d(3)(e)(iv); 1311e(5)(d)	**Tab 7g**	
43	Observance of **holidays** and other required commemorative occasions.	**All Academies** Part 6a: 1175 Part 6c: 1175 Part 6e: 1175 1311b et seq: 1175	**Tab 7g**	
44	**Age or Grade** range of students to be enrolled.	**All Academies** Part 6a: 502(3)(e)(v) Part 6c: 522(4)(e)(v) Part 6e: 552(7)(e)(v) 1311b et seq: 1311d(3)(e)(v)	**Tab 7h**	

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
Academy Location				
45	Identification of **LEA and ISD where academy will be located**.	**All Academies** MCL 388.1620 Part 6a: 502(3)(g) Part 6c: 522(4)(c)(v) Part 6e: 552(7)(g) 1311b et seq: 1311d(3)(e)(v); 1311e(5)(d)	**Tab C6** **P. 1**	
46	Description of and address of **proposed building(s)** where Academy will be located.	**All Academies** Part 6a: 502(3)(i) Part 6c: 522(4)(g) Part 6e: 552(7)(i); 553(5)(f) 1311b et seq:1311d(3)(j); 1311e(5)(g)	**Tab C6** **P. 1**	
47	**Financial commitment** of applicant to the Academy's facility.	**USHAs** Part 6c: 522(4)(g); 523(2)(f)	**n/a**	
48	A statement that the Academy will operate at **single site or multiple sites** with specific addresses and respective grade configurations as provided for in the contract and with applicable law, including the Academy's central administrative offices if applicable.	**All Academies** Part 6a: 504(1) Part 6c: 524(1) Part 6e:556(1) 1311b et seq: 1311g(1)	**Tab. B** **Sec. 6.9** **P. 14** **Sec. 11.23** **P. 30**	
49	A requirement that the board of directors of the public school academy shall collect, maintain, and make available to the public and the authorizing body, in accordance with applicable law and the contract, information concerning the operation and management of the public school academy including copies of facility leases or deeds, or both, and of any equipment leases.	**All Academies** Part 6a: 503(6)(m)(vii) Part 6c: 523(2)(k)(vii) Part 6e:553(5)(1)(vii) 1311b et seq: 1311e(6)(f)	**Tab 8**	
Staffing and Position Descriptions				
50	**Descriptions of staff** responsibilities.	**All Academies** Part 6a: 503(6)(d) Part 6c: 524(f) Part 6e: 552(7)(f) 1311b et seq: 1311d(3)(f)	**Tab C5**	
51	Requirement specifying **prohibited family relationships** consistent with applicable law.	**All Academies** Part 6a: 503(6)(k) Part 6c: 523(2)(i) Part 6e: 553(5)(j) 1311b et seq: 1311e(6)(f)	**Tab B** **Sec. 11.30** **P. 34**	

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
52	Academy shall use **certificated teachers** according to state board rule.	**All Academies** Part 6a: 505(1) Part 6c: 526(1) Part 6e:553a(3); 559(1) 1311b et seq:1311j(1)	**Tab. B** **Sec. 11.1** **P. 26**	
53	Academy may use **non-certificated teachers** as the law allows.	**All Academies** Part 6a: 505(1); 505(2) Part 6c: 526(1); 526(2) Part 6e: 559(1); 559(2) 1311b et seq: 1311j(1); 1311j(2)	**Tab. B** **Sec. 11.1** **P. 26**	
54	Academy shall use **certified administrators and chief business officials** pursuant to applicable law, including superintendent, principal, assistant principal, or other person whose primary responsibility is administering instructional programs.	**All Academies** Part 6a: 1246(1) Part 6c: 1246(1) Part 6e: 1246(1) 1311b et seq: 1246(1)	**Tab. B** **Sec. 11.1** **P. 26**	
55	Requirement that **authorizing body must review and may disapprove** any agreement between the Academy Board and an educational management company before the agreement is final and valid.	**All Academies** Part 6a: 503(6)(n) Part 6c: 523(2)(l) Part 6e: 553(5)(m) 1311b et seq: 1311e(6)(f)	**Tab B** **Sec. 3.9** **P. 8-9**	
56	If authorized by a LEA, **assurance of employee collective bargaining** for positions in similar districts should be addressed in the contract.	**All SDAs** 1311b et seq: 1311d(3)(i)	**n/a**	
57	Requirement that prohibits any individual from being employed by the Academy in more than **one full-time position and simultaneously compensated at a full-time rate for either position.**	**All Academies** Part 6a: 503(6)(p) Part 6c: 523(2)(n) Part 6e: 553(5)(o) 1311b et seq: 1311e(6)(f)	**Tab B** **Sec. 11.31** **P. 34**	
Reconstitution and Revocation				
58	Procedures and grounds **for revoking the contract** provided for in applicable law, including: (see 59-62below)	**All Academies** Part 6a: 503(6)(e) Part 6c: 523(2)(e) Part 6e: 561(4) 1311b et seq:1311e(5)(f)	**Tab B** **Sec. 10.1-10.13** **P. 18-26**	
59	• Failure of the Academy to **demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals** as set forth in the contract.	**All Academies** Part 6a: 507(4)(a) Part 6c: 528(4)(a) Part 6e: 561(4)(a) 1311b et seq: 1311l(1)(a)	**Tab B** **Sec. 10.4 (a)** **P. 20**	

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
60	• Failure of the Academy to **comply with all applicable law**.	**All Academies** Part 6a: 507(4)(b) Part 6c: 528(4)(b) Part 6e: 561(4)(b) 1311b et seq: 1311l(1)(b)	**Tab B** **Sec. 10.4 (b)** **P. 20**	
61	• Failure of the Academy to **meet generally accepted public sector accounting principles** and **demonstrate sound fiscal stewardship**.	**All Academies** Part 6a: 507(4)(c) Part 6c: 528(4)(c) Part 6e: 561(4)(c) 1311b et seq: 1311l(1)(c)	**Tab B** **Sec. 10.4 (c)** **P. 20**	
62	• The existence of 1 or more other grounds for revocation as **specified in the contract**.	**All Academies** Part 6a: 507(4)(d) Part 6c: 528(4)(d) Part 6e: 561(4)(d) 1311b et seq: 1311l(1)(d)	**Tab B** **Sec. 10.4(d)** **P. 20**	
63	Procedures for **mandatory revocation** of Academy contract if Academy is **designated as a persistently low-achieving school (in the bottom 5%) and is in the 2nd year of restructuring.** Procedures must specify which school (s) are subject to closure and which are not based on exceptions for situations involving individualized education plan subgroups, and individual schools currently undergoing reconstitution.	**All Academies (except SDA)** Part 6a: 507(5) Part 6c: 528(5) Part 6e: 561(5)	**Tab B** **Sec. 10.2** **P. 18**	
64	Procedures for the authorizing body to **reconstitute** the Academy.	**All Academies (except SDA)** Part 6a: 507(7) Part 6c: 528(7) Part 6e: 561(7)	**Tab B** **Sec. 10.6(d)** **P. 21**	
Cyber Schools				
65	A contract for a **cyber school** shall include all of the provisions required under section 553a as well as the following: (see items 66 through 71 below)	**Cyber Schools** Part 6e: 553a	**n/a**	
66	• A **teacher who holds appropriate certification** according to state board rule will be responsible for all of the following for each course in which a pupil is enrolled: (i) Improving learning by planned instruction. (ii) Diagnosing the pupil's learning needs. (iii) Assessing learning, assigning grades, and determining advancement. (iv) Reporting outcomes to administrators and parents or legal guardians	**Cyber Schools** Part 6e: 553a(2)(a)	**n/a**	
67	• A cyber school will make educational services available for a minimum of at least **1,098 hours during a school year** and ensure that each pupil participates in the educational program for at least 1,098 hours during a school year.	**Cyber Schools** Part 6e: 553a(2)(b)	**n/a**	
68	• A cyber school shall have maximum enrollment limitations based on years of operation	**Cyber Schools** Part 6e: 552(2)(d)	**n/a**	

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
69	• Cyber school must offer each pupil's family a computer and subsidize the cost of internet access.	**Cyber Schools Part 6e: 552(2)(e)**	**n/a**	
70	• Cyber school may not enroll any new pupils in the school of excellence that is a cyber school in a school year that begins after MDE determines that the combined total statewide final audited membership for all pupils in membership in schools of excellence that are cyber schools for a state fiscal year that exceeds a number equal to 2% of the combined total statewide final audited membership for all pupils in membership in public schools for the 2011-2012 State Fiscal Year.	**Cyber Schools Part 6e: 552(15)(b)**	**n/a**	
71	• The requirement for the Academy Board of school of excellence that is a cyber school to ensure that every pupil that enrolls, along with his or her parent or legal guardian, are provided with a parent-student orientation. If the pupil is at least 18 or is an emancipated minor, the orientation may be provided to just the pupil.	**Cyber Schools Part 6e: 552(21)**	**n/a**	

NOTE: The only change to this annual update document is item #49. The item was changed because the law does not require contracts and deeds to be included in the charter contract. It is required by law that these contracts or deeds be made public once they are enacted. While MDE would prefer to receive these items (deeds and contracts) with the charter contract, it is recognized that these documents may not be available at the time a charter contract is enacted. Schools and authorizers are therefore asked to provide those documents to the PSA unit at MDE once they are made public.