

BAY MILLS COMMUNITY COLLEGE

A
**CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS**

ISSUED BY

**BAY MILLS COMMUNITY COLLEGE
BOARD OF REGENTS
(AUTHORIZING BODY)**

TO

**INVICTUS CLASSICAL ACADEMY
(A PUBLIC SCHOOL ACADEMY)**

July 1, 2026

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RESOLUTIONS

BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS
PUBLIC SCHOOL ACADEMY AUTHORIZING BODY

RESOLUTION NO. 12-01

**Public School Academy, School of Excellence and Strict Discipline
Academy Board of Director Method of Selection Resolution**

WHEREAS, MCL 380.503 of the Revised School Code ("Code"), MCL 380.553, and MCL 380.1311e provide that an authorizing body "shall adopt a resolution establishing the method of selection, length of term, and number of members of the board of directors" of each public school academy, school of excellence, and strict discipline academy, respectively, subject to the authorizing body's jurisdiction; and

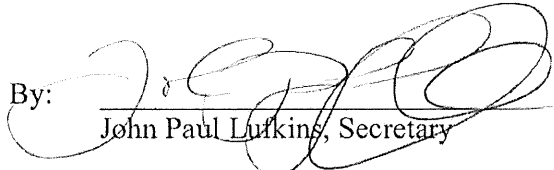
WHEREAS, the Bay Mills Community College Board of Regents (the "College Board") desires to establish a standard method of selection resolution related to appointments and service of the directors of the governing board of its authorized public school academies, schools of excellence, and strict discipline academies, and

WHEREAS, the College Board has determined that changes to the method of selection process are in the best interest of the College and that such changes be incorporated into all charter contracts issued by the College Board;

NOW, THEREFORE, BE IT RESOLVED, that the policy titled Public School Academy Board of Director Method of Selection dated January 20, 2012, is adopted; and

BE IT FURTHER RESOLVED, that these provisions shall be implemented with new charter contracts and shall be phased in for existing schools as new charter contracts are issued. As of this date, the College Board has not issued any charter contracts for schools of excellence and strict discipline academies, but the method of selection process established by this resolution shall apply to any future school that is authorized. The College's Director of Charter Schools is authorized to implement changes in the terms and conditions of charter contracts to fully execute these provisions.

I, the undersigned, as Secretary of the Bay Mills Community College Board of Regents, do hereby certify the foregoing resolution was adopted by the Bay Mills Community College Board of Regents at a public meeting held on the 20th day of January, 2012, with a vote of 10 for, 0 opposed, and 1 abstaining.

By: 

John Paul Lufkins, Secretary

Dated: January 20, 2012

Public School Academy Board of Director Method of Selection

The Bay Mills Board of Regents ("College Board") declares that the method of selection, length of term, number of board members and other criteria shall be as follows:

Method of Selection and Appointment

The College Board shall prescribe the methods of appointment for members of the Academy Board. The College's Director of Charter Schools is authorized to develop and administer an Academy Board selection and appointment process that includes a *Public School Academy Board Member Appointment Questionnaire* and is in accord with these provisions:

1. Except as provided in paragraph 4 below, the College Board shall appoint the initial and subsequent Academy Board of Directors by formal resolution. The College's Director of Charter Schools shall recommend nominees to the College Board based upon a review of the nominees' *Public School Academy Board Member Appointment Questionnaire* and resume. Each nominee shall be available for interview by the College Board or its designee. The College Board may reject any and all Academy Board nominees proposed for appointment.
2. The Academy Board, by resolution and majority vote, shall nominate its subsequent members, except as provided herein. The Academy Board shall recommend to the Director of Charter Schools at least one nominee for each vacancy. Nominees shall submit the *Public School Academy Board Member Appointment Questionnaire* for review by the College's Charter Schools Office. The Director of Charter Schools may or may not recommend appointment of a nominee submitted by the Academy Board. If the Director of Charter Schools does not recommend the appointment of a nominee submitted by the Academy Board, he/she may select and recommend another nominee or may request the Academy Board submit a new nominee for consideration.
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 College Board's Chair, the College's Director of Charter Schools may appoint a qualified individual to serve as a member of the Academy Board. All appointments made under this provision must be presented to the College Board for final determination at its next regularly scheduled meeting. The College Board reserves the right to review, rescind, modify, ratify, or approve any appointments made under the exigent conditions provision.

Dated: January 20, 2012

Length of Term

The director of an Academy Board shall serve at the pleasure of the College Board. Terms of the initial position of an Academy's Board of Directors shall be staggered in accordance with *The Academy Board of Director Table of Staggered Terms and Appointments* established and administered by the College's Charter Schools Office. Subsequent appointments shall be for a term of office not to exceed three (3) years, except as prescribed by *The Academy Board of Director Table of Staggered Terms and Appointments*.

Number of Directors

The number of board member positions shall never be fewer than five (5) nor more than nine (9), as determined from time to time by the College Board. If the Academy Board fails to attain or maintain its full membership by making appropriate and timely nominations, the College Board or the College's Director of Charter Schools 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.

Qualifications of Members

To be qualified to serve on an Academy's Board of Directors, a person shall, among other things: (a) be a citizen of the United States; (b) be a resident of the State of Michigan; (c) submit all materials requested by the College's Charter Schools Office including, but not limited to, the *Public School Academy Board Member Appointment 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 College's Charter Schools Office.

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

The members of the Academy's Board of Directors 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 a management company that contracts with the Academy; and (4) College officials or employees.

Oath of Public Office

Before beginning their service, all members of the Academy's Board of Directors 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

Dated: January 20, 2012

filed with the College's Charter Schools Office. No appointment shall be effective prior to the taking, signing and filing of the oath of public office.

Removal and Suspension

If at anytime the College Board determines that an Academy Board member's service is no longer necessary, then the College Board may remove an Academy Board member with or without cause 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 College Board Chair, the College's Director of Charter Schools 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 College Board for final determination at its next regularly scheduled meeting. The College Board reserves the right to review, rescind, modify, ratify, or approve any suspension made under this provision.

Tenure

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

Resignation

Any Academy Board member may resign at any time by providing written notice to the Academy or the College's Charter Schools Office. 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 College Board, or the College's Director of Charter Schools, 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 College Board.

Board Vacancies

An Academy Board vacancy shall occur because of death, resignation, replacement, 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.

Compensation

Academy Board members shall serve as volunteer directors and without compensation for their respective services. By resolution of the Academy Board, the Academy Board

Dated: January 20, 2012

members may be reimbursed for their reasonable expenses incidental to their duties as Academy Board members.

Dated: January 20, 2012

**BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS
PUBLIC SCHOOL ACADEMY AUTHORIZING BODY**

RESOLUTION NO. 26-06

**Approval of Charter School Application for Invictus Classical Academy,
Selection of Initial Board Members, Authorization to Organize
and Consideration of Issuance of a Public School Academy Contract**

WHEREAS, the Michigan Legislature has provided for the establishment of public school academies as part of the Michigan public school system by enacting Act No. 362 of the public Acts of 1993; and

WHEREAS, according to this legislation, the Bay Mills Community College Board of Regents ("College Board"), as the governing body of a tribally controlled community college, is an authorizing body empowered to issue contracts to organize and operate public school academies; and

WHEREAS, Part 6a of the Revised School Code ("Code") provides that public school academy contracts shall be issued on a competitive basis and that an authorizing body shall consider certain factors when issuing a contract, including: (i) the resources available for the proposed public school academy; (ii) the population to be served by the proposed public school academy; (iii) the educational goals to be achieved by the proposed public school academy; (iv) the applicant's track record, if any, in organizing public school academies or other public schools; (v) the graduation rate of a school district in which the proposed public school academy is proposed to be located; (vi) the population of a county in which the proposed public school academy is proposed to be located; and (viii) the number of schools in the proximity of a proposed location of the proposed public school academy that are on the list under section 1280c(1) of the Code, MCL 380.1280c(1), of the public schools in this state that the department has determined to be among the lowest achieving 5% of all public schools in this state; and

WHEREAS, the College Board has adopted a Resolution 12-01, providing for a method of selection, length of term, number of members, and other relevant provisions governing the operation of public school academies as is required by law; and

WHEREAS, the College Board, having received an application from Invictus Classical Academy for organizing a public school academy as well as the qualifications of potential board members the College Board and/or its designee having reviewed the application and potential board member qualifications according to the provisions set forth by the Michigan Legislature;

NOW, THEREFORE, BE IT RESOLVED:

1. That the Academy's application, submitted under the Revised School Code, meets the College Board's requirements and the requirements of applicable law is therefore approved;
2. The College Board declares that the method of selection, length of term, and number of board members shall be as follows:

- A. Method of Selection and Appointment. The College Board shall prescribe the methods of appointment for members of an academy's board of directors. The College Charter Schools Director (the "CSO Director") is authorized to develop and administer an academy board selection and appointment process that includes an *Application for Academy Board Appointment* and is in accord with these policies:
- (i) The College Board shall appoint the initial and subsequent academy board of directors by resolution. The CSO Director shall thereafter recommend nominees to the College Board based upon a review of the *Application for Academy Board Appointment*.
 - (ii) The academy board of directors, by resolution and majority vote, shall nominate its subsequent members, except as provided otherwise. The academy board of directors shall recommend to the College Board at least one nominee for each vacancy. Nominees shall submit the *Application for Academy Board Appointment* for review by the CSO Director. The College Board shall appoint the subsequent members of the academy board of directors by resolution, except as prescribed by subparagraph A (iv) of this resolution.
 - (iii) An individual appointed to fill a vacancy created other than by the expiration of a term shall be appointed for the unexpired term of that vacant position.
 - (iv) Under exigent conditions, and with the approval of the College Board's president, the CSO Director may appoint a qualified individual to an academy's board of directors. All appointments made under this provision must be presented to the College Board for final determination at its next regularly scheduled meeting. The College Board reserves the right to review, rescind, modify, ratify, or approve any appointments made under this provision.
- B. Length of Term. The term of each position of the academy board of directors shall be for a period of three (3) years, except the terms of the initial positions of the academy board of directors which shall be staggered in accordance with the policies established and administered by the CSO Director. All appointments shall be for a period of three (3) years, except appointments made to fill the positions of the initial academy board of directors and an appointment made to complete the unexpired term of a vacant position.
- C. Number of Directors. The number of member positions on the academy board of directors shall not be less than five (5) nor more than nine (9). If the academy board of directors fails to maintain its full membership by making appropriate and timely nominations, the College Board or its designee may deem that failure an exigent condition.

- D. Prerequisite Qualifications of Members. Before individuals become members of an academy's board of directors, the nominee must: (a) be recommended by a resolution and majority vote of the academy board, except as prescribed in subparagraph A(iv) of this; (b) submit the *Application for Academy Board Appointment* which must include authorization to process a criminal background check; (c) be recommended for appointment by the CSO Director; (d) be appointed by the College Board or its designee; (e) take the oath of office; (f) sign and file the *Oath of Public Office* with the CSO Director. Prerequisites qualifications (a), (b), and (c) shall not apply to the initial board of directors.

The members of an academy board of directors shall not include: (a) employees of the academy; (b) any director, officer, or employee of a service provider or management company that contracts with the academy; (c) any Bay Mills Community College official or employee, as a representative of the Bay Mills Community College Board of Regents.

- E. Oath and Acceptance of Public Office – All members of the Academy Board must take the constitutional oath of public office and file an acceptance of office in a form prescribed by the office of the CSO Director. A person appointed to membership on the Academy Board shall be administered the oath at an Academy Board meeting by an existing Academy Board member or other public official.
- F. Removal of Members – Any academy board member may be removed by two-thirds (2/3) vote of the academy board or as directed by the College Board.
- G. Initial Members of the Academy Board – The College Board appoints the following persons to serve as the initial members of the Academy Board for the designated term of office set forth below:

George Stasiw 1511 N. Maple Ave. Royal Oak, MI 48067	3 Year Term
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Dr. Ivanna Muravytskyy 3515 Parent Ave. Warren, MI 48092	3 Year Term
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Katerina Sawka 28323 Walker Ave. Warren, MI 48092	2 Year Term
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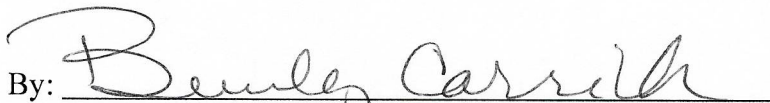
Tara Synowiec 2271 Highbury Dr. Troy, MI 48085	2 Year Term
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Bogdan Boyko
28041 Milton Ave.
Warren, MI 48092

1 Year Term

3. The College Board approves and authorizes the execution of a contract to charter a public school academy to the Academy not to exceed a term of eight (8) years and authorizes the CSO Director to issue a contract to charter a public school academy and related documents to the Academy, provided that, before execution of the Contract, the CSO Director affirms that:
- A. all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract and Applicable Law;
 - B. the Academy has submitted all due diligence required by the CSO Director and the College Board's legal counsel and the CSO Director is satisfied that the Academy will be able to operate successfully;
 - C. the Academy has identified and secured a facility deemed appropriate by the CSO Director; and
 - D. the Contract is substantially similar to previous charter contracts approved by the College Board, with the only changes being those: (i) that are consistent with the Application; or (ii) made by the CSO Director, in consultation with the College Board's legal counsel that are in the best interest of the College Board.
4. This resolution shall be incorporated in and made part of the Contract.

I, the undersigned, as Secretary of the Bay Mills Community College Board of Regents, do hereby certify the foregoing resolution was adopted by the Bay Mills Community College Board of Regents at a public meeting held on the 9th day of February 2026 with a vote of 7 for, 0 opposed, and 1 abstaining.

By: 
Beverly Carrick, Secretary

**CONTRACT TERMS
AND CONDITIONS**

TERMS AND CONDITIONS

OF CONTRACT

DATED: JULY 1, 2026

ISSUED BY

THE BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS

TO

INVICTUS CLASSICAL ACADEMY

CONFIRMING THE STATUS OF

INVICTUS CLASSICAL ACADEMY

AS A

MICHIGAN PUBLIC SCHOOL ACADEMY

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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 Michigan Legislature has authorized an alternative 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 Michigan Legislature has delegated to the governing boards of state public universities, community college boards, including tribally controlled community college boards, intermediate school district boards and local school district boards, the responsibility for authorizing the establishment of public school academies; and

WHEREAS, the Bay Mills Community College Board of Regents has considered the authorization of the Academy and has approved the issuance of a contract to the Academy;

NOW, THEREFORE, pursuant to the Revised School Code, the College Board grants a contract conferring certain rights, franchises, privileges, and obligations of a public school academy and confirms the status of a public school academy in this state to the Academy. In addition, 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 nonprofit corporation named Invictus Classical Academy which is established as a public school academy pursuant to this Contract.
- (b) “Academy Board” means the Board of Directors of the Academy.
- (c) “Applicable Law” means all state and federal law applicable to public school academies, including all rules, regulations, and orders promulgated thereunder.
- (d) “Application” means the public school academy application and supporting documentation submitted to the College Board for the establishment of the

Academy and supplemented by material submitted pursuant to the College Board's requirements for reauthorization.

- (e) "Authorizing Resolution" means Resolution No. 26-06 adopted by the College Board on February 9, 2026.
- (f) "Charter Schools Office Director" or "CSO Director" means the person designated by the College Board to administer the operations of the Charter Schools Office.
- (g) "Charter Schools Office" or "CSO" means the office designated by the College Board as the initial point of contact for public school academy applicants and public school academies authorized by the College Board. The Charter Schools Office is also responsible for administering the College Board's responsibilities with respect to the Contract.
- (h) "Code" means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1853 of the Michigan Compiled Laws.
- (i) "College" means Bay Mills Community College, a federally tribally controlled community college that is recognized under the tribally controlled colleges and universities assistance act of 1978, 25 USC 1801 et seq., and which has been determined by the Michigan Department of Education to meet the requirements for accreditation by a recognized regional accreditation body.
- (j) "College Board" means the Bay Mills Community College Board of Regents, an authorizing body as designated under Section 501 of the Code, MCL 380.501 et seq.
- (k) "College Board Chairperson" means the Chairperson of the Bay Mills Community College Board of Regents or his or her designee. In Section 1.1(l) below, "College Board Chairperson" means the Board Chairperson of the Bay Mills Community College Board of Regents.
- (l) "College Charter Schools Hearing Panel" or "Hearing Panel" means such person(s) as designated by the College Board Chairperson.
- (m) "Community District" means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (n) "Conservator" means the individual appointed by the College President in accordance with Section 10.9 of these Terms and Conditions.

- (o) “Contract” means, in addition to the definition set forth in the Code, these Terms and Conditions, Exhibit A containing the Authorizing Resolution and the Resolution, the Master Calendar, the ESP Policies, the Lease Policies, the Schedules, and the Application.
- (p) “Director” means a person who is a member of the Academy Board of Directors.
- (q) “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 11.11 and has not been disapproved by the CSO Director, and is consistent with the CSO Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- (r) “Educational Service Provider Policies” or “ESP Policies” means those policies adopted by the Charter Schools Office that apply to a Management Agreement. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the ESP Policies. The ESP Policies in effect as of this date are incorporated into and part of this Contract. 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.
- (s) “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 Balance Deficit.
- (t) “Lease Policies” means those policies adopted by the Charter Schools Office that apply to real property lease agreements entered into by the Academy. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the Lease Policies. The Lease Policies in effect as of this date are incorporated into and part of this Contract. 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.

- (u) “Management Agreement” or “ESP Agreement” means an 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 the operation and/or management of the Academy, which has been submitted to the CSO Director for review as provided in Section 11.11, and has not been disapproved by the CSO Director.
- (v) “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 governance, financial, administrative, facility and educational information relating to the Academy. The Charter Schools Office 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.
- (w) “President” means the President of Bay Mills Community College or his or her designee.
- (x) “Resolution” means Resolution No. 12-01 adopted by the College Board on January 20, 2012, establishing the standard method of selection, length of term and number of members format for public school academies issued a Contract by the College Board, as amended from time to time.
- (y) “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, and Schedule 7: Required Information for Public School Academies.
- (z) “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.
- (aa) “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.

- (bb) “Superintendent” means the Michigan Superintendent of Public Instruction.
- (cc) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated July 1, 2026, Issued by the Bay Mills Community College Board of Regents to Invictus Classical Academy Confirming the Status of Invictus Classical Academy as a Michigan Public School Academy.”

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 submitted to the College Board for the establishment of the Academy is incorporated into, and made part of, this Contract. Portions of the Applicant’s Application have been incorporated into this Contract. In the event that there is an inconsistency or dispute between materials in the Application and the Contract, the language or provisions in the Contract shall control.

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; and (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 COLLEGE BOARD

Section 2.1. Independent Status of Bay Mills Community College. The College Board is an authorizing body as defined by the Code. In approving this Contract, the College Board

voluntarily exercises additional powers given to the College Board under the Code. Nothing in this Contract shall be deemed to be any waiver of the College Board's autonomy or powers and the Academy shall not be deemed to be a part of the College Board or the College. If applicable, the College Board has provided to the Department 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. The Academy is organized and shall operate as a public school academy and a nonprofit corporation. The Academy is not a division or part of the College Board or the College. The relationship between the Academy and the College Board is based solely on the applicable provisions of the Code and the terms of this Contract or other agreements between the College Board and the Academy, if applicable.

Section 2.3. Financial Obligations of the Academy Are Separate From the State of Michigan, College Board and the College. Any contract, agreement, note, 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 College Board, or the College. 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 College Board or the College shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

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

ARTICLE III

ROLE OF THE COLLEGE BOARD AS AUTHORIZING BODY

Section 3.1. College Board Resolutions. The College Board has adopted the Resolution providing for the method of selection, length of term, number of Directors and the qualification of Directors. The College Board has adopted the Authorizing Resolution which approves the issuance of this Contract. The Resolution and the Authorizing Resolution are hereby incorporated into this Contract as Exhibit A. At any time and at its sole discretion, the College Board may amend the Resolution. Upon College Board approval, changes to the Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

Section 3.2. College Board as Fiscal Agent for the Academy. The College Board is the fiscal agent for the Academy. As fiscal agent, the College Board assumes no responsibility for the financial condition of the Academy. The College Board is not liable for any debt or liability incurred by or on behalf of the Academy, 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 College Board shall promptly, within five (5) business days of receipt, forward to the Academy all state school aid funds or other public or private funds received by the College Board for the benefit of the Academy. The responsibilities of the College 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 College Board. The College Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The responsibilities of the Academy and the College Board are set forth in the Oversight Agreement executed by the parties and incorporated herein as Schedule 4.

Section 3.4. Reimbursement of College Board Expenses. The Academy shall pay the College Board an administrative fee to reimburse the College Board for the expenses associated with the execution of its authorizing body and oversight responsibilities. The terms and conditions of the administrative fee are set forth in Schedule 4.

Section 3.5. College 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 College Board. The Academy shall submit a written request to the College Board describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. Provided the Academy Board submits the written request at least sixty (60) days before the College Board's next regular meeting, the College Board shall vote on whether to give express written permission for the acquisition at its next regular meeting.

Section 3.6. Authorization of Employment. The College Board authorizes the Academy to employ or contract directly with personnel according to the position information outlined in Schedule 5. However, the Academy Board shall prohibit any individual from being employed by the Academy, an Educational Service Provider or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. Additionally, the Academy Board shall require each individual who works at the Academy to disclose to the Academy Board any other public school or educational service provider at which that individual works or to which that individual provides services. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the College for any purpose. With respect to Academy employees, the Academy shall have the power and responsibility to (i) recruit, select and engage employees; (ii) pay their wages; (iii) evaluate performance; (iv) discipline and dismiss employees; and (v) 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 shall ensure that the term or length of any employment contract or consultant agreement does not extend beyond the term of this Contract and shall terminate in the event this Contract is revoked or terminated. In no event may an Academy employee's employment contract term, inclusive of automatic renewals, extend beyond the term of this Contract.

Section 3.7. Code Requirements for College Board to Act as Authorizing Body. The College Board has complied with the requirements of Section 1475 of the Code, MCL 380.1475, and will continue to comply with the Code during the term of this Contract.

Section 3.8. College Board Subject to Open Meetings Act. As required by Section 1475 of the Code, MCL 380.1475, College Board meetings conducted for the purpose of carrying out or administering any authorizing body function shall be administered in accordance with the Open Meetings Act, MCL 15.261 et seq.

Section 3.9. College Board Authorizing Body Activities Subject to Freedom of Information Act. As required by Section 1475 of the Code, MCL 380.1475, all authorizing body functions performed by the College Board shall be subject to public disclosure in accordance with the Freedom of Information Act, MCL 15.231 et seq.

Section 3.10. College Board Review of Certain Financing Transactions. In the event that the Academy desires to 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, assignment or direction 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., then Academy shall obtain prior review for such financing from the College Board. The Academy shall submit a written request to the College Board describing the proposed financing transaction, and the facilities or equipment to be acquired with the proceeds thereof. Provided the Academy submits the written request at least sixty (60) days before the College Board's next regular meeting, the College Board shall vote on whether to disapprove the proposed financing transaction at the next meeting. If the proposed transaction is not disapproved, the College Board may still condition the decision not to disapprove on compliance by the Academy and any lender, lessor, seller or other party with such terms as the College Board deems appropriate under the circumstances. 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 by the Academy if the proposed transaction is disapproved by the College Board. By not disapproving a proposed transaction, the College Board is in no way giving approval of the proposed transaction, or representing that the Academy has the ability to meet or satisfy any of the terms or conditions thereof.

Section 3.11. Authorizing Body Contract Authorization Process. Pursuant to the Code, the College 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 set forth in Section 12.9 without any further action of either the Academy or the College Board. The Academy shall seek a new contract by

making a formal request to the College Board in writing at least two years prior to the end of the Contract term. The College Board 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 College 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 College Board as the most important factor of whether to issue or not issue a new contract. The College 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 College Board may elect, at its sole discretion, not to consider the issuance of a contract, consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

Section 3.12. College Board's Invitation to Academy to Apply For Conversion to Schools of Excellence. If the College Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6E of the Code, and the College Board determines that the Academy meets the College Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the College Board may invite the Academy to submit an application to apply for a contract to convert the Academy to a school of excellence. In accordance with the Code, the College Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

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 entity and shall not undertake any action inconsistent with its status as a governmental entity 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. Consistent with the provisions of this Contract, the Academy is permitted to engage in lawful activities that are not in derogation of the Academy's mission and status of operating a public school academy or that would not jeopardize the eligibility of the Academy for state school aid funds.

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 Resolution

or Schedule 2: Bylaws. As set forth in the Resolution, a Director serves at the pleasure of the College Board, and may be removed with or without cause at any time.

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 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;
- (e) An individual simultaneously serving as an Academy Board member and a College official, employee, or paid consultant, as a representative of the College; and
- (f) An individual simultaneously serving as an Academy Board member and having an ownership or financial interest in any real or personal property 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 work at 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; or
 - (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. If an Academy Board member discloses any prohibited familial relationships in the annual disclosure, or if the College finds that an Academy Board member has failed to disclose a prohibited familial relationship, that Academy Board member shall be removed from office, in accordance with the removal provisions found in the Resolution or Schedule 2: Bylaws. For purposes of this subsection, 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.

Section 4.8. Academy Counsel. The Academy Board shall select, retain and pay legal counsel to represent the Academy. The Academy shall not retain any attorney to represent the Academy if the attorney or the attorney's law firm also represents the Academy's Educational Service Provider or any person or entity leasing real property to the Academy, if any.

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1. Nonprofit Corporation. The Academy shall be organized and operated as a public school academy corporation organized under the Michigan Nonprofit Corporation Act, as amended, Act No. 162 of the Public Acts of 1982, being Sections 450.2101 to 450.3192 of the Michigan Compiled Laws. Notwithstanding any provision of the Michigan Nonprofit Corporation Act, as amended, the Academy shall not take any action inconsistent with the provisions of Part 6A 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. 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. Any subsequent amendments to the Academy's Bylaws shall only be incorporated into this Contract pursuant to Article IX of these Terms and Conditions.

Section 5.4. Quorum. Notwithstanding any document in the Contract that is inconsistent with this Section, including the Academy's Articles of Incorporation and Bylaws, a quorum of the Academy Board that is necessary to transact business and to take action shall be a majority of the Academy Board member positions as set by the Authorizing Resolution.

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 7a. The Academy shall have four officers: President, Vice-President, Secretary and Treasurer. The officer positions shall be filled by persons who are members of the Academy Board. A description of their duties is included in Schedule 2.

Section 6.2. Educational Goals. The Academy shall pursue the educational goals identified in Schedule 7b. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils.

Section 6.3. Educational Programs. The Academy shall deliver the educational programs identified in Schedule 7c.

Section 6.4. Curriculum. The Academy shall implement and follow the curriculum identified in Schedule 7d.

Section 6.5. Method of Pupil Assessment. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 7e. The Academy also shall assess pupil performance using all applicable testing that the Code or the Contract require. The Academy shall provide the Charter Schools Office 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 Charter Schools Office;
- (b) an assessment of student performances at the end of each academic school year or at such other times as the College Board may reasonably request;

- (c) an annual education report in accordance with the Code;
- (d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the Charter Schools Office; and
- (e) all tests required under Applicable Law.

Section 6.6. Application and Enrollment of Students. The Academy shall comply with the application and enrollment policies identified in Schedule 7f. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the Charter Schools Office 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 2 weeks and permitted the enrollment of pupils at times in the evening and on weekends.

Section 6.7. School Calendar and School Day Schedule. The Academy shall comply with the school calendar and school day schedule guidelines as set forth in Schedule 7g.

Section 6.8. Age or Grade Range of Pupils. The Academy shall comply with the age and grade ranges as stated in Schedule 7h.

Section 6.9. Collective Bargaining Agreements. Collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 6.10. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles and accounting system requirements that comply with the Code, this Contract, the State School Aid Act of 1979, as amended, and applicable State Board of Education and Department of Education rules.

Section 6.11. Annual Financial Statement Audit. The Academy shall conduct an annual financial statement audit prepared and reviewed by an independent certified public accountant. The Academy Board shall select, retain, and pay the Academy's independent auditor. The Academy Board shall not approve the retention of any independent auditor if that independent auditor or the auditor's firm is also performing accounting and/or auditing services for the Academy's Educational Service Provider, if any. In accordance with timeframes set forth in the Master Calendar, the Academy shall submit one (1) copy of the annual financial statement audit, auditor's management letters and any responses to auditor's management letters to the Charter Schools Office.

Section 6.12. 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 College 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 College 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 4, 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 College 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 measurable progress toward meeting the Academy's educational goals. The College Board may consider the Academy Board's site expansion request contract amendment following submission by the CSO Director of a positive recommendation. If the College 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 College Board reserves the right to modify, reject or approve any site expansion request contract amendment in its sole and absolute discretion.

Section 6.13. 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 the College or the College Board.

Section 6.14. 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 6.15. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The Academy shall perform the compliance certification duties required by the College Board and outlined in the Oversight Agreement set forth as Schedule 4. In addition to the College 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 6.16. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be incorporated into Schedule 7f by contract amendment pursuant to Article IX of these Terms and Conditions. Postings 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 6.17. 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 College Board, intending that the College 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:

(a) The Academy's proposed site is the same location as a public school that (i) is currently on the list under federal accountability requirements as provided under the every student succeeds act, Public Law 114-95, of the public schools in this state determined to be among the lowest achieving 5% of public schools in this state or has been on the list under federal accountability requirements as provided under the every student succeeds act, Public Law 114-95, of the public schools in this state determined to be among the lowest achieving 5% of public schools in this state during the immediately preceding 3-year period.

(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 Applicable 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 Employment Relations Act, the Uniform Budgeting and Accounting Act, the Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, the Persons with Disabilities Civil Rights Act, and 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. The Academy agrees to participate in state assessments, data collection systems, state level student growth models, state accountability and accreditation systems, and other public comparative data collection required for public schools. 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 law to the Academy.

ARTICLE IX

AMENDMENT

Section 9.1. Amendments. The College 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 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 College 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 College Board through its designee. Except as provided in Section 6.12 of these Terms and Conditions, the College Board delegates to the CSO Director the review and approval of changes or amendments to this Contract. In the event that a proposed change is not accepted by the CSO Director, the College Board may consider and vote upon a change proposed by the Academy following an opportunity for a presentation to the College Board by the Academy.

Section 9.3. Process for Amendment Initiated by the College Board. The College Board, or an authorized designee, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The College Board delegates to the CSO Director the review and approval of changes or amendments to 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 College 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 College Board or the CSO Director. If the proposed amendment conflicts with any of the College Board's general policies on public school academies, the proposed amendment shall take effect only after approval by the Academy and the College 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 rights, the responsibilities or obligations of either the Academy or the College Board, this Contract shall be altered or amended to reflect the change in existing law as of the effective date of such change. To the extent possible, the

responsibilities and obligations of the Academy and the College Board shall conform to and be carried out in accordance with the change in Applicable Law.

Section 9.6. Emergency Action on Behalf of College 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 College Board. An emergency situation shall be deemed to occur if the Charter Schools Office Director, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the College Board. Upon the determination that an emergency situation exists, the Charter Schools Office Director may temporarily take action on behalf of the College Board with regard to the Academy or the Contract, so long as such action is in the best interest of the College Board and the Charter Schools Office Director consults with the College Board Chairperson or the College President prior to taking the intended actions. When acting during an emergency situation, the Charter Schools Office Director shall have the authority to act in place of the College 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 College Board; or (b) the next meeting of the College Board. The Charter Schools Office Director shall immediately report such action to the College Board for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the College Board, becomes permanent.

ARTICLE X

CONTRACT TERMINATION, SUSPENSION, AND REVOCATION

Section 10.1. Statutory Grounds for Revocation. In addition to the other grounds for revocation in Section 10.2 and the automatic revocation in Section 10.3 of these Terms and Conditions, the College 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) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals and related measures set forth in this 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 10.2. Other Grounds for Revocation. In addition to the statutory grounds for revocation set forth in Section 10.1 and the grounds for an automatic revocation set forth in Section 10.3, the College 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 fails to achieve or demonstrate measurable progress toward achieving the educational goals and related measures identified in this Contract;
- (b) The Academy fails to properly implement, consistently deliver, and support the educational programs or curriculum identified in this Contract;
- (c) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;
- (d) 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;
- (e) The Academy fails to fulfill the compliance and reporting requirements or defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or, during the term of this Contract, it is discovered by the Charter Schools Office that the Academy failed to fulfill the compliance and reporting requirements or there was a violation of a prior Contract issued by the College Board;
- (f) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services without first obtaining the Charter Schools Office's approval;
- (g) The Charter Schools Office 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
- (h) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the Charter Schools Office in connection with the College Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law.

Section 10.3. Automatic Amendment Of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination.

Except as otherwise provided in this Section 10.3, if the College Board is notified by the Department 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 College Board or the Academy.

Following receipt of the State's Automatic Closure Notice, the Charter Schools Office shall forward a copy of the notice to the Academy Board and may request a meeting with the 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 Department rescinding the State's Automatic Closure Notice ("Pupil Hardship Exemption"), shall be directed to the Department, in a form and manner determined by the Department.

If the Department 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 Department's school improvement plan, if applicable, for the identified site(s).

If the Department elects not to issue a Pupil Hardship Exemption and the Charter Schools Officer determines, in his or her discretion, that the closure of one or more sites as directed by the Department 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 Officer may recommend to the College Board that the Contract be terminated at the end of the current school year (hereinafter "Economic Hardship Termination"). If the College 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 College Board's revocation procedures set forth in Section 10.6(c) do not apply to an automatic termination initiated by the State's Automatic Closure Notice or an Economic Hardship Termination under this Section 10.3.

Section 10.4. 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 Office 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 Office Director shall present the Academy Board's request for termination to the College 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. After receipt of the Academy Board's request for termination, the College Board shall consider the Academy's request no later than its next regularly scheduled meeting. The College Board shall make a final determination and vote on the proposed termination request within 90 days of receipt of the request from the Academy. The College Board may, in its sole discretion, waive the six (6) month advance notice requirement for terminating this Contract.

Section 10.5. Grounds and Procedures for College Termination of Contract. The College Board, in its sole 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 College Board's action; (ii) if there is a change in Applicable Law that the College Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the College Board to make changes in the Contract that are not in the best interest of the College Board or the College; or or (iii) if exigent circumstances exist that the College Board, in its sole discretion, determines necessitate termination of this Contract to protect the health, safety, or welfare of the Academy students, property, or funds that cannot be cured in a reasonable period as determined solely by the College Board, then such termination shall take effect at the end of the current Academy fiscal year. Following College Board approval, the Charter Schools Office Director shall provide notice of the termination to the Academy. If during the period between the College 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 10.5, the revocation procedures in Section 10.6 shall not apply.

Section 10.6. College Board Procedures for Revoking Contract. The College Board's process for revoking the Contract is as follows:

(a) Notice of Intent to Revoke. The Charter Schools Office 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 Charter Schools Office 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 must 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 Charter Schools Office 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 Charter Schools Office Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the Charter Schools Office Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can

be formulated, the Charter Schools Office Director shall develop a plan for correcting the non-compliance ("Plan of Correction") which may include reconstitution pursuant to 10.6(d) of these Terms and Conditions. In developing a Plan of Correction, the Charter Schools Office 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 Charter Schools Office 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) College Board's Contract Reconstitution Provision. The Charter Schools Office Director may reconstitute the Academy in an effort to improve student educational performance or to avoid interruption of the educational process. Reconstitution may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board; (ii) termination of at-will board appointments of 1 or more Academy Board members in accordance with the Resolution; (iii) withdrawing approval of a contract under Section 506 of the Code; (iv) the appointment of a new Academy Board of Directors or a Conservator to take over operations of the Academy; or (v) closure of an Academy site(s).

Reconstitution of the Academy does not restrict the Department from issuing an order under section 507 of the Code, MCL 380.507, directing the automatic closure of the Academy's site(s).

(e) Request for Revocation Hearing. The Charter Schools Office Director may initiate a revocation hearing before the College Charter Schools Hearing Panel if the Charter Schools Office 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 Charter Schools Office Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the Charter Schools Office 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 Charter Schools Office 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 the College 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 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 Charter Schools Office Director's request for Contract revocation, and to make a recommendation to the College Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the Charter Schools Office Director and shall not last more than three hours. The hearing shall be transcribed and the cost shall be divided equally between the College and the Academy. The Charter Schools Office 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 Charter Schools Office Director and the Academy Board. Within thirty (30) days of the revocation hearing, the Hearing Panel shall make a recommendation to the College Board concerning the revocation of the Contract. For good cause, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the College Board.

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

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

(i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the College Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the College Board to revoke the Contract, may be withheld by the College Board or returned to the Michigan Department of Treasury upon request. The College Board may also direct that a portion of the Academy's state school aid funds be directed to fund the Academy's dissolution account established under Section 10.10 of these Terms and Conditions.

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

(a) The Charter Schools Office Director Action. If the Charter Schools Office Director determines, in his or her sole discretion, that certain conditions or circumstances exist such 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 Schedule 6;
- (v) has willfully or intentionally violated this Contract or Applicable Law; or
- (vi) has violated Section 10.2(g) or (h), then the Charter Schools Office Director may immediately suspend the Contract, pending completion of the procedures set forth in Section 10.6. 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 College Board after a decision by the Charter Schools Office Director to suspend the Contract, may be retained by the College 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 Charter Schools Office 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 College Board shall proceed to consider the Hearing Panel's recommendation in accordance with Sections 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 Chippewa 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 proceedings is brought in accordance with this Section 10.8. This Section 10.8 shall not in any way be interpreted as an exception to the Academy's covenant not to sue contained in Section 11.3 of these Terms and Conditions.

Section 10.9. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, in the event that the College President, in his or her sole discretion, determines that the health, safety and welfare of Academy students, property or funds are at risk, the College President, after consulting with the College 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 College President shall appoint the Conservator for a definite term which may be extended in writing at his or her discretion. During the appointment, the Academy Board members and their terms in office are suspended and all powers of the Academy Board are suspended. All appointments made under this section must be presented to the College 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, Academy 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, evaluate and discipline employees of the Academy;

(e) settle or compromise with any debtor or creditor of the Academy, including any governmental or 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 this Contract or Applicable Law.

Section 10.10. Academy Dissolution Account. If the College Board terminates, revokes or fails to issue a new Contract to the Academy, the CSO Director shall notify the Academy that, beginning thirty (30) days after notification of the College Board's decision, the College 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 by the Academy to pay the costs associated with the wind up and dissolution responsibilities of the Academy. Within five (5) business days of the CSO Director'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 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. An intercept agreement entered into by the Academy and a third party lender or trustee shall include language that the third party lender or trustee acknowledges and consents to the funding of the Academy's dissolution account in accordance with this Contract. Any unspent funds remaining in the Academy's dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. 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. Within ten (10) days after adoption by the Academy Board (but not later than July 1st) 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 10 days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Charter Schools Office.

- (b) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7th 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.
- (c) 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, incurs a 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 30 days after making notification under subdivision (c)(i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Department 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.
- (d) 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 plan on the Academy's website.
- (iii) Submit to the Superintendent and State Treasurer an enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.

Section 11.2. Insurance. The Academy Board shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverages required by the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C.") for public school academies authorized by university board authorizing bodies:

M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS

for Public School Academies (PSA), Strict Discipline Academies (SDA) Urban High Schools (UHS) & Schools of Excellence (SOE)

NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better

EFFECTIVE DATE: 07/01/12 -- MUSIC Board Approval Date: 12/15/2011

COVERAGE	REQUIREMENTS
General or Public Liability (GL)	Must be Occurrence form Must include Sexual Abuse & Molestation coverage which can be Occurrence or Claims Made. If this coverage is Claims Made the Retroactive Date must be the same or before date of original College PSA/SDA/UHS/SOE contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE. Must include Corporal Punishment coverage. \$1,000,000 per occurrence & \$2,000,000 aggregate. In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured. College must be included as an Additional Insured with Primary and Non-Contributory Coverage. NOTE: SDA must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 limit which can be Occurrence or Claims Made. If this coverage is Claims Made, and the SDA goes out of business, the SDA needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the SDA.

COVERAGE	REQUIREMENTS
Errors & Omissions (E&O)	Must include Employment Practices Liability.
	Must include Corporal Punishment coverage.
	Must include Sexual Abuse & Molestation coverage.
	Must include Directors' & Officers' coverage.
	Must include School Leaders' E&O.
	Can be Claims Made or Occurrence form.
	If Claims Made, retroactive date must be the same or before date of original College -
	PSA/SDA/UHS/SOE Charter Contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.
	\$1,000,000 per occurrence & \$3,000,000 aggregate.
	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	College must be included as an Additional Insured with Primary and Non-Contributory Coverage.

M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS

for Public School Academies (PSA), Strict Discipline Academies (SDA) Urban High Schools (UHS) & Schools of Excellence (SOE)

NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better

COVERAGE	REQUIREMENTS
Automobile Liability (AL) for Owned and Non-Owned Autos	\$1,000,000 per accident.
	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	College must be included as Additional Insured with Primary and Non-Contributory Coverage.
	See Umbrella section for higher limit
	Higher limits are required if PSA/SDA/UHS/SOE has its own buses.
COVERAGE	REQUIREMENTS
Workers' Compensation	Must be Occurrence form.
	Statutory Limits with \$1,000,000 Employers Liability Limits.
Requirement for PSA/SDA/UHS/SOE when leasing employees from Educational Service Provider (ESP) or Management Firm (MF)	NOTE: Must have Alternate Employer Endorsement from ESP/MF. Schedule PSA/SDA/UHS/SOE location on the ESP/MF Contract.
	NOTE: If PSA/SDA/UHS/SOE is leasing employees from ESP/MF and the PSA/SDA/UHS/SOE name does not have payroll, PSA/SDA/UHS/SOE still must carry Workers' Compensation coverage including Employers' Liability

COVERAGE	REQUIREMENTS
Crime	Must include Employee Dishonesty coverage. Must include third party coverage. \$500,000 limit.
COVERAGE	REQUIREMENTS
Umbrella	Can be Claims Made or Occurrence form. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE. Umbrella is acceptable with a \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000 If PSA/SDA/UHS/SOE has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence. If PSA/SDA/UHS/SOE purchases additional Umbrella limits to meet the \$1,000,000/\$3,000,000 for E&O then they must be in addition to the required Umbrella limit. In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured. College must be included as Additional Insured with Primary and Non-Contributory Coverage. All coverages have to be included in the Umbrella that are in General Liability, Automobile and E&O.

M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS

for Public School Academies (PSA), Strict Discipline Academies (SDA) Urban High Schools (UHS) & Schools of Excellence (SOE)

NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better

ADDITIONAL RECOMMENDATIONS

COVERAGE	RECOMMENDATION
Property	Limits to cover replacement for PSA/SDA/UHS/SOE's property exposures, including real and personal, owned or leased.
Cyber Risk Coverage	Cyber Liability addresses the first- and third-party risks regarding Internet business, the Internet, networks and other assets. Cyber Liability Insurance coverage offers protection for exposures from Internet hacking and notification requirements.
Automobile Physical Damage	Coverage for damage to the owned or used vehicle.

DISCLAIMER:

By requiring such minimum insurance, the College shall not be deemed or construed to have assessed the risks that may be applicable to every PSA/SDA/UHS/SOE's operation and related activities. Each PSA/SDA/UHS/SOE should assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage.

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. 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, provided that each Academy maintains its identity as first named insured. The Academy shall list the College and the College Board on the insurance policies as an additional insured on insurance coverages listed in (b), (c) and (e) above. The Academy shall have a provision included in all policies requiring notice to the College Board, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the Academy shall provide copies of all insurance policies required by this Contract on site for inspection by the College Board or its designee.

All insurance certificates must accurately reflect the coverage provided under the Academy's policy. Certificate must expressly list or state the coverage for each item specified in the Contract. Policy and corresponding certificates, should reflect an annual expiration date of June 30th to correspond with the Contract, unless a different date provides an economic advantage to the Academy, so long as such date does not create a gap in coverage at any time during the term of the Contract.

When changing insurance programs or carriers, the Academy must provide copies of the proposed policies to the College Board, or its designee, at least thirty (30) days prior to the proposed change. The Academy shall not cancel its existing coverage without the prior approval of the Charter Schools Office. In the event the Academy fails to purchase the insurance coverage required by this Section 11.2, the College Board may purchase on the Academy's behalf the insurance required under this Section 11.2 and subtract the total cost for placed insurance from the next state school aid payment received by the College Board for forwarding to the Academy.

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.

If the Academy utilizes an Educational Service Provider, the following insurance requirements apply to the Educational Service Provider and such coverages must be secured prior to providing any services or personnel to the Academy:

COVERAGE	REQUIREMENTS
General or Public Liability (GL)	Must be Occurrence form
	Must include Sexual Abuse & Molestation coverage
	Must include Corporal Punishment coverage
	\$1,000,000 per occurrence & \$2,000,000 aggregate
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage

	NOTE: Strict Disciplinary Academies must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 per occurrence
COVERAGE	REQUIREMENTS
Errors & Omissions (E&O)	Must include Employment Practices Liability
	Must include Directors' and Officers' coverage
	Must include School Leaders' E&O
	Can be Claims Made or Occurrence form
	If Claims Made, Retroactive Date must be the same or before date of original College-PSA contract
	\$1,000,000 per occurrence & \$3,000,000 aggregate
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
COVERAGE	REQUIREMENTS
Automobile Liability (AL) for Owned and Non-Owned Autos	\$1,000,000 per accident
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
	Higher limits may be required if PSA has its own buses
COVERAGE	REQUIREMENTS
Workers' Compensation	Must be Occurrence Form
	Statutory Limits
	NOTE: If PSA is leasing employees from ESP, ESP must have Employers' Liability with \$1,000,000 per occurrence AND Alternate Employer Endorsement naming PSA.
	PSA must be included as First Named Insured
COVERAGE	REQUIREMENTS
Crime	Must include Employee Dishonesty coverage
	Must be Occurrence form
	\$500,000 per occurrence
	PSA must be included as First Named Insured
COVERAGE	REQUIREMENTS
Umbrella	Can be Claims Made or Occurrence form
	\$2,000,000 per occurrence & \$4,000,000 aggregate
	If PSA has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
ADDITIONAL RECOMMENDATIONS	
COVERAGE	REQUIREMENTS

Property	Limits to cover replacement for PSA's property exposures, including real and personal, owned or leased
COVERAGE	REQUIREMENTS
Performance Bond (or Letter of Credit with Indemnification)	\$1,000,000 per claim/aggregate

Insurance carrier(s) must have an AM Best Rating of “A - VII” or better.

The College’s insurance carrier periodically reviews the types and amounts of insurance coverages that the Academy must secure in order for the College to maintain insurance coverage for the authorization and oversight of the Academy. In the event that the College’s insurance carrier requests additional changes in coverage identified in this Section 11.2, or M.U.S.I.C requires changes in coverage and amounts for public school academies authorized by university board public school academy authorizing bodies, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the College’s insurance carrier or adopted by M.U.S.I.C. within thirty (30) days after notice of the insurance coverage change.

Section 11.3. Legal Liabilities and Covenant Against Suit. The Academy acknowledges and agrees that it has no authority to extend the full faith and credit of the College Board, the College or any other authorizing body, or to enter into a contract that would bind the College Board or the College. The Academy is also 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 College Board, the College, or any of its Regents, officers, employees, agents or representatives for any matters that arise under this Contract. The College Board and the College do 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 College Board or the College, or any of its Regents, employees, agents, or independent contractors as a result of the issuing, overseeing, suspending, terminating or revoking of this Contract, or as a result of not issuing a new Contract at the end of the term of this Contract.

Section 11.4. 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 lease 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; or (ii) pursuant to a reconstitution by the College pursuant to 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 College 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 lease agreement shall only be incorporated into this Contract pursuant to Article IX of these Terms and Conditions.

Section 11.5. 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 with this Section 11.5. Copies of these certificates shall be incorporated into this Contract under Schedule 6.

Section 11.6. 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 11.6 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 11.7. 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., concerning the provision of special education programs and services at the Academy. Upon receipt, the Academy shall notify the Charter Schools Office of any due process or state complaint filed against the Academy.

Section 11.8. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy. Only Academy Board members or designated Academy employees may be a signatory on any Academy bank account.

Section 11.9. Nonessential Elective Courses. If the Academy Board elects to provide nonessential elective courses to part-time pupils at a nonpublic school building, the Academy shall comply with Section 166b of the State School Aid Act of 1979, as amended, MCL 388.1766b. Prior to providing instruction, the Academy Board shall ensure that the Academy has sufficient

documentation to qualify for part-time pupil funding under the State School Aid Act. The provision of nonessential elective courses by the Academy shall be incorporated into Schedule 7c of this Contract by amendment pursuant to Article IX of these Terms and Conditions.

Section 11.10. Required Provisions for ESP Agreements. Any Management Agreement with an ESP entered into by the Academy must contain the following provisions:

“Indemnification of Bay Mills Community College. The parties acknowledge and agree that the Bay Mills Community College Board of Regents, Bay Mills Community College and its respective members, officers, employees, agents or representatives (all collectively referred to as “Bay Mills Community College”) are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, [insert name of Educational Service Provider] hereby promises to indemnify, defend, and hold harmless Bay Mills Community College against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses, imposed upon or incurred by Bay Mills Community College 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 Bay Mills Community College, which arise out of or are in any manner connected with Bay Mills Community College Board of Regents’ approval of the Academy’s application, Bay Mills Community College Board of Regents’ consideration of or issuance of a Contract, [insert the name of Educational Service Provider] preparation for and operation of the Academy, or which are incurred as a result of the reliance by Bay Mills Community College upon information supplied by [insert the name of Educational Service Provider], or which arise out of the failure of [insert the name of Educational Service Provider] to perform its obligations under the Contract, the Agreement or Applicable Law, as applicable. The parties expressly acknowledge and agree that Bay Mills Community College, Bay Mills Community College Board of Regents and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against [insert name of Educational Service Provider] to enforce its rights as set forth in this Agreement.”

“Agreement Coterminous With Academy’s Contract. If the Academy’s Contract issued by the Bay Mills Community College Board of Regents is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Academy’s Contract is suspended, revoked, terminated or expires without further action of the parties.”

“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 the Bay Mills Community College Board of Regents. 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 388.1618, 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 Department. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this agreement."

"Amendment Caused By Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and the Educational Service Provider shall have no recourse against the Academy or the College Board for implementing such site closure or reconstitution."

"Compliance with Section 12.17 of Contract Terms and Conditions. The Educational Service Provider shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4 of the Contract, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under Section 12.17(a) of the Contract Terms and Conditions."

Section 11.11. 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 by the Contract and the Management Agreement must detail the type and 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. 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 ESP 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 11.12. Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all individuals employed by or contracted for the Academy as teachers or school administrators a rigorous, transparent, and fair performance evaluation system that complies with Applicable Law. If the Academy enters into an agreement with an Educational Service Provider, the Academy Board shall ensure that the Educational Service Provider complies with this section.

ARTICLE XII

GENERAL TERMS

Section 12.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile or telegram; or (iii) upon delivery into United States mail if delivery is by postage paid first class mail. 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 College Board:

President
Bay Mills Community College
12214 West Lakeshore Drive
Brimley, Michigan 49715

If to the Tribal Office:

Tribal Attorney's Office
Bay Mills Indian Community
12140 West Lakeshore Drive
Brimley, Michigan 49715

If to Outside Counsel:

Courtney F. Kissel
Dykema Gossett PLLC
201 Townsend Street, Suite 900
Lansing, Michigan 48933

If to Academy:

Academy Board President
George Stasiw
29400 Westbrook Avenue
Warren, MI 48092

If to Academy Counsel:

Joe Urban
Kirk Huth Lange & Badalamenti PLC
19500 Hall Road, Suite 100
Clinton Township, MI 48038

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 Applicable 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 College 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 either the Academy or the College 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 8 years until June 30, 2034, unless sooner revoked or terminated according to the terms hereof.

Section 12.10. Indemnification. As a condition to receiving a grant of authority from the College Board to operate a public school pursuant to the terms and conditions of this Contract, the

Academy agrees to indemnify, defend and hold the College Board, the College and its Board of Regents members, 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 or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the College, which arise out of or are in any manner connected with the College Board's receipt, consideration or approval of the Application, the College Board's approval of the Resolution or Authorizing Resolution, legal challenges to the validity of Part 6A of the Code or actions taken by the College Board as an authorizing body under Part 6A of the Code, the College Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the College Board, the College and its Board of Regents members, officers, employees, agents or representatives 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 of governmental immunity provided under Section 7 of the Governmental Liability for Negligence Act, being MCL 691.1407 of the Michigan Compiled Laws.

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 College Board and no other person or entity, including without limitation, the Educational Service Provider. Except as otherwise 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 College.

Section 12.15. College Board or CSO General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing College Board or CSO policies regarding public school academies which shall apply immediately, College Board or CSO general 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, provided they are not inconsistent with provisions of this Contract. Before issuing general policies under this Section, the College Board or the CSO shall provide a draft of the proposed policies to the Academy Board. The Academy Board shall have at least thirty (30) days to provide comment to the CSO on the proposed policies before such policies shall become effective.

Section 12.16. Survival of Provisions. The terms, provisions, and representations contained in Section 11.2, Section 11.3, Section 12.10, Section 12.13 and any other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.17. 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 subparagraph (a).

Section 12.18. Termination of Responsibilities. Upon termination or revocation of the Contract, the College 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 12.19. 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, subject to Section 12.23, 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 subsection does not apply to any of the following situations:
 - (i) for students enrolled in the Academy, providing such information to an educational management organization that has a

contract with the Academy and whose contract has not been disapproved by the College;

(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 College.

- (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. Subject to Section 12.23:

(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 subsection (b) 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 contact 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 Department or CEPI;
- (ii) to the student's parent or legal guardian;
- (iii) by the Academy to the College Board, College, Charter Schools Office or to the educational management organization with which the Academy has a management agreement that has not been disapproved by the College;
- (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 College Board, College, 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 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) Subject to Section 12.23, 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 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. Confidential Address Restrictions.

(a) The Academy shall not disclose the confidential address of a student if the student or the student's parent or legal guardian has obtained a participation card issued by the department of the attorney general under the address confidentiality program act and the parent or legal guardian provides notice of the issuance of the participation card, in a form and manner prescribed by the Michigan Department of Education.

(b) The term “confidential address” shall have the meaning as defined in MCL 380.1136.

Section 12.24 Partnership Agreement. If the Department and State Reform Office imposes a partnership agreement on the Academy, the Academy shall work collaboratively with the Department, 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 12.25. Statewide Safety Information Policy. The Academy shall adopt and adhere to the statewide school safety information policy required under section 1308 of the Code, MCL 380.1308. 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 12.26. 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 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 Department, in a form and manner determined by the Department, notice of the adoption of an 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, as defined under section 6 of the Code, MCL 380.6, and the Office of School Safety created by law. 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 model 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. A school building, including any addition to the school building, must be constructed or remodeled in accordance with Applicable Law. 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 School Safety Commission, as defined under section 6 of the Code, MCL 380.6, and the parent or legal guardian of each pupil enrolled in the Academy.

Section 12.30. Standardized Response Terminology. Beginning with the 2026-2027 school year, the Academy Board shall adopt and implement the standardized response terminology as described in section 1308c of the Code, MCL 380.1308c.

Section 12.31. Behavior Threat Assessment and Management Team. By not later than October 1, 2026, the Academy Board shall ensure that the Academy has a behavior threat assessment and management team as required under section 1308e of the Code, MCL 380.1308e.

Section 12.32. Required Statutory Disclosures. The Academy shall ensure that the names of Bay Mills Community College Board of Regents and the primary educational management organization, if applicable, must appear and be verbally provided, as applicable, on all of the following:

(a) Unless prohibited by a local ordinance or local zoning authority, signage that is on the Academy's property and is erected, repaired, or installed on or after April 2, 2025;

(b) Promotional material that is created, modified, or distributed on or after April 2, 2025;

(c) The footer of the Academy's website pages; and

(d) The school application that a student must submit to enroll in the Academy.

For purposes of this section, "primary educational management organization" shall have the same meaning as defined in MCL 380.503.

As the designated representative of the Bay Mills Community College Board of Regents, I hereby issue this Contract to the Academy on the date set forth above.

BAY MILLS COMMUNITY COLLEGE
BOARD OF REGENTS

By: Mariah Wanic
Mariah Wanic, Charter Schools Office Director

Date: July 1, 2026

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by of the terms and conditions of this Contract.

INVICTUS CLASSICAL ACADEMY

By: Guy Sh
Its: Board President

Date: July 1, 2026

CONTRACT SCHEDULES

Schedules

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CONTRACT SCHEDULE 1

ARTICLES OF INCORPORATION



This is to certify:

Entity Name: INVICTUS CLASSICAL ACADEMY

Entity ID#: 900224076

Entity Type: Domestic Nonprofit Corporation

Initial Filing Date: 05/29/2026

Delayed Effective Date:

Formation Jurisdiction: Michigan

Act Formed Under: 162-1982 Nonprofit Corporation Act

That the above referenced entity was validly incorporated and said corporation is validly in existence under the laws of this state.

This certificate is issued in conformity with the Act it is formed under, to attest to the fact that the company is in good standing in Michigan as of this date and is duly authorized to transact business and for no other purpose.

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.



In testimony whereof, I have hereunto set my hand, in the City of Lansing, on June 2, 2026.

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Certificate Number: 76072

Verify this certificate at: www.michigan.gov/corpverifycertificate



28587028



STATE OF MICHIGAN
CSCL/CD- 502 - ARTICLES OF INCORPORATION -
DOMESTIC NONPROFIT CORPORATION

Corporations Division Administrator

FILED

Entity #: 900224076

Filed Date: 5/29/2026

Articles of Incorporation

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned executes the following Articles:

Article I- Michigan Nonprofit Corporation Name

Michigan Nonprofit Corporation Name

INVICTUS CLASSICAL ACADEMY

Article II

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

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

- 1.The corporation is organized for the purpose of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code, 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 to charter a public school academy (Contract) authorized under the Code.

Article III

The corporation is formed on a Stock or Nonstock basis:

Nonstock

a. Real Property Assets:

none

b. Personal Property Assets:

none

c. 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.

The corporation is formed on a Membership or Directorship basis:

Directorship

Article IV

The name of the resident agent at the registered office is:

Agent Name

JOSEPH B URBAN

The street address of the location of the registered office is:

Street Address

19500 HALL ROAD
SUITE 100
CLINTON TOWNSHIP, MI 48038

☒ I certify the above individual/company has agreed to serve as the Resident Agent for service of process for this entity.

Article V

The name and address of the incorporator/incorporators is/are as follows:

Name of individual or organization

Address

JOSEPH B URBAN	19500 HALL ROAD SUITE 100 CLINTON TOWNSHIP, MI 48038
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Article VI

☒ Pursuant to Section 209(c) of the Act, a director or volunteer officer shall not be personally liable to the corporation, its shareholders, or its members for money damages for any action taken or any failure to take any action as a director or volunteer officer, except liability for any of the following: (i) The amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled. (ii) Intentional infliction of harm on the corporation, its shareholders, or members. (iii) A violation of Section 551. (iv) An intentional criminal act. (v) A liability imposed under Section 497(a).

☐ Pursuant to Section 209(d) of the Act, the corporation assumes all liability to any person other than the corporation, its shareholders, or its members for all acts or omissions of a volunteer director occurring on or after January 1, 1988 incurred in the good faith performance of the volunteer director's duties.

☐ Pursuant to Section 209(e) of the Act, the corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer occurring on or after the effective date of the provision if all of the following are met: (i) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority. (ii) The volunteer was acting in good faith. (iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct. (iv) The volunteer's conduct was not an intentional tort. (v) The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed under section 3135 of the insurance code of 1956, 1956 PA 218, MCL 500.3135.

Attach additional articles here: SupplementalArticles.pdf

Filing Effective Date

The filing will be effective: when filed by the Corporations Division Administrator.

Attestations

☒ I understand that the information I enter into the online system is public information and will appear online and on copy requests exactly as I enter it into the system.

☒ I have been authorized by the entity to file this document online.

☒ I, HEREBY SWEAR AND/OR AFFIRM, under penalty of law, including criminal prosecution, that the facts contained in this document are true. I certify that I am signing this document as the person(s) whose signature is required, or as an agent of the person(s) whose signature is required, who has authorized me to place his/her signature on this document.

Incorporator Signature(s)

<i>Authorized Agent</i>	<i>Joseph B. Urban</i>	<i>05/28/2026</i>
Signer's Capacity	On behalf of JOSEPH B URBAN	Date

ARTICLE VII

The authorizing body for the Corporation is the Board of Regents of Bay Mills Community College, which is being incorporated 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 et seq. of the Michigan Compiled Laws.

ARTICLE VIII

The corporation is a governmental entity.

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 section 691.1407 of the Michigan Compiled Laws.

ARTICLE X

Before the execution of a contract to charter a public school academy between the corporation and 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.

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 officers of the corporation shall be a President, Vice-President, Secretary and a Treasurer, each of whom shall be a member of the Board of Directors and 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 agents as it may deem necessary for the transaction of the business of the corporation.

ARTICLE XIII

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, board, officers or other 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 of the Corporation as set forth herein). 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.

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 University Board 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 XIV

These Articles of Incorporation shall not be amended except by the process provided in the charter contract between the corporation and the University Board ("Contract"). 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 through its designee. The University Board delegates to the Charter Schools Office Director the review and approval of changes or amendments to these Articles of Incorporation.

At any time and for any reason, the University Board or its designee may propose 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. The Articles of Incorporation shall be amended as requested by the University Board or its designee upon a majority vote of the corporation'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 or its designee and filed with the Michigan Department of Licensing and Regulatory Affairs. In addition, the corporation shall file with the amendment a copy of the University Board's or its designee's approval of the amendment.

Upon termination or revocation of the Contract, the Academy may amend its articles of incorporation 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 the articles of incorporation with regard to the disposition of assets upon dissolution.

ARTICLE XV

The definitions set forth in the Terms and Conditions incorporated as part of the Contract shall have the same meaning in these Articles of Incorporation.

CONTRACT SCHEDULE 2

BYLAWS

RESTATED BYLAWS
OF
INVICTUS CLASSICAL ACADEMY [PUBLIC SCHOOL ACADEMY]

ARTICLE I

NAME

This organization shall be called Invictus Classical Academy [Public School Academy] (the “Academy” or “Corporation”).

ARTICLE II

FORM OF CORPORATION

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

ARTICLE III

OFFICES

Section 1. Principal Office. The principal office of the Corporation shall be located in the City of Warren, County of Macomb, State of Michigan.

Section 2. Registered Office. The registered office of the Corporation may be the same as the principal office of the Corporation, but in any event must be located in the State of Michigan, and be the business office of the resident agent, as required by the Michigan Nonprofit Corporation Act. Changes in the resident agent and registered address of the Academy must be filed with the Michigan Department of Licensing and Regulatory Affairs, Corporations, Securities, & Commercial Licensing Bureau, and reported to the Charter Schools Office.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. General Powers. The business, property and affairs of the Corporation shall be managed by the Academy Board of Directors (“Academy Board”). The Academy Board may exercise any and all of the powers granted to it under the Michigan Non-Profit Corporation Act or pursuant to Part 6A of the Revised School Code (“Code”). 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 Contract and Applicable Law.

Section 2. College Board Resolution Establishing Method of Selection, Length of Term and Number of Academy Board Members. 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 members of the Academy Board shall comply with the resolution adopted by the Bay Mills Community College Board of Regents (the “College Board”).

ARTICLE V

MEETINGS

Section 1. Annual and Regular Meetings. The Academy Board shall hold an annual meeting each year, as well as monthly meetings thereafter. The Academy Board shall provide, by resolution, the time and place, within the State of Michigan, for the holding of regular monthly meetings. The Academy Board shall provide notice of the annual and all regular monthly and special meetings to the Charter Schools Office and as required by the Open Meetings Act.

Section 2. Special Meetings. Special meetings of the Academy Board may be called by or at the request of the Academy Board President or any Director. The person or persons authorized to call special meetings of the Academy Board may fix the place within the State of Michigan for holding any special meeting of the Academy Board called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the Corporation in the State of Michigan. The Corporation shall provide notice of all special meetings to the Charter Schools Office and as required by the Open Meetings Act.

Section 3. Quorum. In order to legally transact business, the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A “quorum” shall be defined as follows:

<u># of Academy Board positions</u>	<u># required for Quorum</u>
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

Section 4. Manner of Acting. The Academy Board shall be considered to have “acted,” when a duly called meeting of the Academy Board has a quorum present and the number of Academy Board members voting in favor of an action is as follows:

<u># of Academy Board positions</u>	<u># for Quorum</u>	<u># required to act</u>
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

Section 5. Open Meetings Act. All meetings and committee meetings of the Academy Board shall at all times be in compliance with the Open Meetings Act.

Section 6. Notice to Directors. The Academy Board shall provide notice of any meeting to each Director stating the time and place of the meeting, with the delivery of such notice personally, by mail, facsimile or electronic mail to each Director at the Director's personal address or electronic mail address. Any Director may waive notice of any meeting by written statement sent by the Director to the Academy Board Secretary before or after the holding of the meeting. A Director's attendance at a meeting constitutes a waiver of the notice of the meeting required under this Section.

Section 7. Votes By Directors. The Academy Board meeting minutes shall reflect the vote, whether in favor, in opposition or in abstention, of each Director present at the meeting.

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 on the Academy Board or in the offices of the Academy Board or committees created pursuant to this Section; (ii) amendments to the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, the Contract, the Bylaws or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act. 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 Corporation shall be a President, Vice-President, Secretary, Treasurer, and such Assistant Treasurers and Assistant Secretaries or other officers as may be selected by the Academy Board.

Section 2. Election and Term of Office. The Academy Board shall elect its initial officers at its first duly noticed meeting. Thereafter, officers shall be elected annually by the Academy Board at the Corporation's annual meeting. If the election of officers is not held at that 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.

Section 3. Removal. Any officer or agent elected or appointed by the Academy Board may be removed by a majority vote 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 of the vacating officer.

Section 5. President. The President of the Corporation 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 any standing committees and when designated by the Academy Board, Chairperson of any standing committee established by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Academy Board as may be prescribed by the Academy Board from time to time.

Section 6. Vice-President. The Vice-President of the Corporation 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 Corporation 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 Corporation 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 Academy 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.

Section 10. Salaries. Officers of the Academy Board, as Directors of the Corporation, shall not be compensated for their services. By resolution of the Academy Board, Directors and officers of the Corporation 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 Academy Board may authorize any officer(s), assistant(s) or acting officer(s), 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 Bay Mills Community College or impose any liability on Bay Mills Community College, the College Board, its regents, 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 Corporation, 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 Bay Mills Community College or impose any liability on Bay Mills Community College, the College Board, its regents, officers, employees or agents. To avoid creating or perpetuating circumstances in which the possibility of favoritism, conflicts of interest, or impairment of efficient operations may occur, the Corporation will not issue a debt instrument (e.g. loan agreement, promissory note, mortgage, line of credit, etc.) to any person employed by the Corporation or any person who serves on the Academy Board. This prohibition also applies to the issuance of a debt instrument to an entity owned or closely related to any Corporation employee or Academy Board member.

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 Corporation, 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. Consistent with section 1221 of the Code, the Treasurer of the Academy shall deposit the funds of the Academy in a financial institution or in a joint investment authorized by the Code. All additional funds of the Corporation not otherwise employed 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 6 of Act No. 105 of the Public Acts of 1855, as amended, being MCL 21.146 of the Michigan Compiled Laws.

Section 5. Voting of 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 with 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; Persons Ineligible to Serve as Directors. Pursuant to the Code, each Director, officer or employee of the Academy shall comply with the Incompatible Public Office statute, Act No. 566 of the Public Acts of 1978, being sections 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being sections 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with the Contract and Applicable Law relating to conflicts of interest.

ARTICLE IX

INDEMNIFICATION

Each person who is or was a Director, officer or member of a committee of the Corporation and each person who serves or has served at the request of the Corporation as a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation 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 Academy 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 for such meetings, and (b) the written approval of the changes or amendments by the College President or his designee. In the event that a proposed change is not accepted by the College President or his designee, the College Board shall consider and vote upon a change proposed by the Corporation following an opportunity for a written and oral presentation to the College Board by the Corporation. Amendments to these Bylaws take effect only after they have been approved by both the Corporation's Academy Board and by the College Board or its designee.

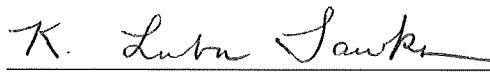
ARTICLE XI

CONTRACT DEFINITIONS

The definitions set forth in the Terms and Conditions incorporated as part of the Contract shall have the same meaning in these Bylaws.

CERTIFICATION

The Academy Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by [unanimous] consent of the Academy Board on the 22nd day of June, 2026.


Secretary

CONTRACT SCHEDULE 3
FISCAL AGENT AGREEMENT

SCHEDULE 3

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Bay Mills Community College Board of Regents (“College Board”), an authorizing body as defined by the Revised School Code, as amended (the “Code”), to Invictus Classical Academy (the “Academy”), a public school academy.

Preliminary Recitals

WHEREAS, pursuant to the Code and the Contract, the College Board, as authorizing body, is the fiscal agent for the Academy, and

WHEREAS, the College Board is required by law to forward any State School Aid Payments received from the State of Michigan (“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:

“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 has not been deemed ineligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, being Section 21.146 of the Michigan Compiled Laws.

“Agreement” means this Fiscal Agent Agreement.

“Fiscal Agent” means the College Board or an officer or employee of Bay Mills Community College as designated by the College Board.

“Other Funds” means any other public or private funds which the Academy receives and for which the College Board voluntarily agrees to receive and transfer to the Academy.

“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 State School Aid Act of 1979, as amended.

“State” means the State of Michigan.

“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.

ARTICLE II

FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The College Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the College Board and the Academy may also agree that the College Board 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 3.03.

Section 2.02. Transfer to Academy. Except as provided in Article X of the Terms and Conditions 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) business 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 Academy Board 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 membership 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 School Aid 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 directs that a portion of the Academy’s 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 Charter Schools Office: (i) a copy of the Academy Board’s resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent. The State School Aid Payment and Direction document shall include language that the third party lender or trustee acknowledges and consents to the transfer of State School Aid Payments into the Academy’s dissolution account, as set forth in Article X of the Terms and Conditions. Any unspent funds remaining in the Academy’s dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.

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, the Academy shall be entitled to receive.

Section 3.02. State School Aid Payment Overpayments and Penalties. The State, through its Department of Education, has sole responsibility for determining State School Aid Payment overpayments to the Academy and the method and time period for repayment by the Academy. The State, through its Department of Education, has sole responsibility for assessing State School Aid penalties against the Academy for noncompliance with the Code and the State School Aid Act of 1979, as amended.

Section 3.03. 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 by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to 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. The Academy may expend funds that it receives from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy Board to be 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 or applicable State Board rules.

Section 4.04. Repayment of Overpayment and Penalties. The Academy shall be directly responsible for reimbursing the State for any overpayment of State School Aid Payments or any State School Aid penalties. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or penalty or seek collection of the overpayment or penalty 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 accounts 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. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, 2026, and annually thereafter, a written report dated as of August 31st 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 which the College Board receives 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 of 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 Applicable Law or 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. The Fiscal Agent shall not be liable for any State School Aid penalties imposed by the State against the Academy.

Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the Bay Mills Community College Board of Regents to Invictus Classical Academy.

BY: 

David Boyne, Director
State Finance Division, Bureau of State and Authority Finance
Michigan Department of Treasury

Date: May 21, 2026

CONTRACT SCHEDULE 4
OVERSIGHT AGREEMENT

SCHEDULE 4

OVERSIGHT AGREEMENT

This Agreement is part of the Contract issued by the Bay Mills Community College Board of Regents (“College Board”), an authorizing body as defined by the Revised School Code, as amended (the “Code”), to Invictus Classical Academy (the “Academy”), a public school academy.

Preliminary Recitals

WHEREAS, the College 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:

“Agreement” means this Oversight Agreement.

“Compliance Certification Duties” means the Academy’s duties set forth in Section 2.02 of this Agreement.

“Charter Schools Office” means the office designated by the College Board as the initial point of contact for public school academy applicants and public school academies authorized by the College Board. The Charter Schools Office is responsible for administering the Oversight Responsibilities with respect to the Contract.

“Oversight Responsibilities” means the College Board’s oversight responsibilities set forth in Section 2.01 of this Agreement.

“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 State School Aid Act of 1979, as amended.

ARTICLE II

OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

Section 2.01. Oversight Responsibilities. The Charter Schools Office, as it deems necessary to fulfill the College Board's Oversight Responsibilities, may undertake the following:

- a. Conduct a review of the Academy's audited financial reports as submitted, including the auditor's management letters, and report to the College Board any exceptions as well as any failure on the part of the Academy to meet generally accepted public sector accounting principles.
- b. Conduct a review of the records, internal controls or operations of the Academy to determine compliance with the Contract and Applicable Law.
- c. Conduct a meeting annually between the Academy Board of Directors and a designee of the College Board to determine compliance with the Contract and Applicable Law.
- d. Institute action pursuant to the terms of the Contract to suspend, terminate, reconstitute or revoke 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, whether the Academy has met or is achieving its targeted educational goals and applicable academic performance standards set forth in the Contract.
- 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 Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and the Bureau of Fire Services, and local health departments.
- h. Determine whether the Academy has failed to abide by or meet the educational goals or applicable academic performance standards as set forth in the Contract.
- i. Provide supportive services to the Academy as deemed necessary and/or appropriate by the College Board or its designee.
- j. Evaluate whether the Academy appropriately administers all optional or statutorily mandated assessments pursuant to the Academy's student population, goals and programs.
- k. Take other actions, as authorizing body, as permitted or required by the Code.

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

- a. Submit information to the Charter Schools Office in accordance with the Master Calendar of Reporting Requirements adopted by the Charter Schools Office. The Master Calendar may be amended from time to time as deemed necessary by the Charter Schools Office Director.
- b. Submit quarterly financial reports to the Charter Schools Office in a form and manner determined by the Charter Schools Office. Submit other financial reports as established by the Charter Schools Office.
- c. Permit inspection of the Academy's records and/or premises at any reasonable time by the Charter Schools Office.
- d. Report any litigation or formal proceedings alleging violation of any Applicable Law by the Academy to counsel for the College Board as designated in Article XII of the Terms and Conditions.
- e. Upon request, provide copies of information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, or State Board of Education to the Charter Schools Office.
- f. Provide proposed minutes of all Academy Board of Directors' meetings to the Charter Schools Office no later than ten (10) business days after such meeting, and provide approved final minutes to the Charter Schools Office within five (5) business days after the minutes are approved.
- g. Submit to the Charter Schools Office prior to the issuance of the Contract, copies of insurance policies evidencing all insurance as required by the Contract.
- h. Submit to the Charter Schools Office a copy of the Academy's lease, deed or other purchase arrangement for its physical facilities as required by the Contract.
- i. Submit to the Charter Schools Office, copies of all fire, health and safety approvals required by Applicable Law for the operation of a school.
- j. Submit annually to the Charter Schools Office, the dates, times and a description of how the Academy will provide notice of the Academy's pupil application and enrollment process. The Academy's pupil application and enrollment admission process must be conducted in a fair and open manner in compliance with the Contract and the Code. At a minimum, the Academy shall make a reasonable effort to advertise its enrollment openings by newspaper, mail, media, internet or other acceptable communication process. All Academy notices of the open enrollment period must include language that the open enrollment period includes evening and weekend times for enrolling students in the Academy. In addition, the Academy must set forth in all public notices the date for the holding of a random selection drawing if such a drawing becomes necessary.

k. Upon receipt from the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and the Bureau of Fire Services, the Academy shall submit to the Charter Schools Office a copy of any Certificate of Occupancy approval for the Academy's school facility outlined in Schedule 6. The Academy shall not occupy or use the school facility identified in Schedule 6 until such facility has been approved for occupancy by the Bureau of Construction Codes and the Bureau of Fire Services or other local authorized building department.

l. Submit to the Charter Schools Office copies of ESP agreements, if any, in compliance with the Contract and the Code.

m. By July 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 Charter Schools Office of any changes to the Academy Board public meeting schedule.

n. Prior to December 31 of each year and whenever necessary thereafter, the Academy Board shall approve and submit a revised operating school budget that includes, without limitation, the following: (i) the total projected amount of state school aid revenues based on the Academy's October pupil membership count; (ii) revised personnel costs; (iii) any start-up expenses incurred by the Academy; and (iv) the total amount of short-term cash flow loans obtained by the Academy. The Academy shall make budget revisions in a manner prescribed by law. Within thirty (30) days of the Academy Board approving the budget (original and amended, if applicable), the Academy shall place a copy of that budget on the Academy's website within a section of the website that is accessible to the public.

o. Within 5 days of its submission to the Center for Educational Performance and Information (CEPI) of the budgetary assumptions that are required by Section 1219 of the Code, the Academy shall provide a copy of those budgetary assumptions to the Charter Schools Office, and confirm that the submitted budgetary assumptions were used in the adoption of the Academy's annual budget.

p. Submit copies to the Charter Schools Office of any periodic financial status reports required of the Academy by the Department of Treasury.

q. Provide copies of notices, reports and plans, including deficit elimination or enhanced deficit elimination plans, to the Charter Schools Office under Section 1220 of the Code.

To the extent that any dates for the submission of materials by the Academy under Section 2.02 conflict with dates set forth in the Master Calendar, the dates in the Master Calendar shall control.

Section 2.03. Waiver and Delegation of Oversight Procedures. The College Board or its designee and the Academy may agree to modify or waive any of the Oversight Duties or Compliance

Certification Duties. The College Board may delegate its Oversight Duties, or any portion of its Oversight Duties, to an officer of the College or other designee.

ARTICLE III

RECORDS AND REPORTS

Section 3.01. Records. 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 Charter Schools Office.

ARTICLE IV

MISCELLANEOUS

Section 4.01. Administrative Fee. The Academy agrees to pay to the College Board an administrative fee of 3% of the State School Aid Payments received by the Academy. This fee shall be retained by the College Board from each State School Aid Payment received by the College Board for forwarding to the Academy. This fee shall compensate the College Board for overseeing the Academy's compliance with the Contract and all Applicable Law and other related activities for which compensation is permissible. If the Academy elects to enter into a contract for an administrative review with the Charter Schools Office, the costs of performing an administrative review shall not be part of the administrative fee under this section but shall be an added service provided by the Charter Schools Office to the Academy on a fee for service basis, as authorized under the Code.

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 College Board by this Agreement.

Section 4.03. Audit and Evaluation. The Academy:

a. hereby authorizes the Charter Schools Office to perform audit and evaluation studies using Academy data including, but not limited to, personally identifiable information about the Academy's students and staff submitted by the Academy to agencies including, but not limited to, Center for Educational Performance and Information ("CEPI"), Office of Educational Assessment and Accountability ("OEAA") and the Michigan Department of Education ("MDE"). Pursuant to this authorization, the Charter Schools Office shall abide by the regulations that govern the use of student data within the Family Educational Rights and Privacy Act (FERPA - 34 CFR Part 99), the Michigan Identity Theft Protection Act of 2004, and the Privacy Act of 1974.

b. shall upon request, provide the Charter Schools Office with copies or access to data, documents or information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, the State Board of Education, the Center for

Educational Performance and Information, the Michigan DataHub or any other state or federal agency.

Section 4.04. Fiscal Stress Notification from State Treasurer. If the State Treasurer notifies the Academy that the State Treasurer has declared the potential for Academy financial stress exists, the Academy shall provide a copy of the notice to the Charter Schools Office. Within fifteen (15) days of receipt of the notification from the Academy, the Charter Schools Office Director shall notify the Academy whether the Charter Schools Office is interested in entering into a contract to perform an administrative review for the Academy. The parties shall consult with the Department of Treasury on the development of the contract and the contract for administrative review shall comply with the Code. If the College is not interested in performing an administrative review or the parties are unable to reach agreement on an administrative review, the Academy shall consider entering into a contract for an administrative review with an intermediate school district. Nothing in this Section 4.04 shall prohibit the Academy from electing to enter into a contract for an administrative review with the College or an intermediate school district.

ARTICLE V

TRANSPARENCY PROVISION

Section 5.01. Information to Be Made Publicly Available by the Academy and ESP.

A. Information to Be Made Publicly Available by the Academy. The following described categories of information are specifically included within those to be made available to the public and the Charter Schools Office by the Academy in accordance with Section 12.17(a) of the Terms and Conditions:

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. Copies 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 Charter Schools Office

11. Copy of curriculum and other educational materials given to the Charter Schools Office
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 ESP Agreement(s)
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
29. Proof of insurance as required by the Contract
30. Any other information specifically required under the Code

B. Information to Be Made Publicly Available by the ESP. 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 Section 12.17(b) of the Terms and Conditions:

1. Any information needed by the Academy in order to comply with its obligations to disclose the information listed under Section 5.01(A) above.

CONTRACT SCHEDULE 5

DESCRIPTION OF STAFF RESPONSIBILITIES

DESCRIPTION OF STAFF RESPONSIBILITIES

School Leader	5-1
Teacher.....	5-7
English Language Learners (ELL) Teacher/Coordinator	5-10
Office Manager	5-13
Management Services Agreement	5-17

School Leader

Job Description

Revised: January 17, 2024

JOB GOAL: As the school leader, you play a pivotal role in orchestrating your academy's strategic vision, academic performance, and operational excellence. Your primary goal is for all students to achieve at high levels in a physically and emotionally safe environment.

SUCCESS STATEMENTS:

The culture of the team is mission-driven, values-based, and maturing.
The leader operates within the board-approved budget.
The school leader provides a welcoming, clean, safe learning environment that exudes excellence.
The leader effectively guides and supports the educational program to improve academic outcomes.
The leader continuously develops a team that believes in and lives out the academy's mission, vision, and values and brings their best to support student achievement.
The leader leads, manages, and holds their team accountable, ensuring they have the training and coaching they need to thrive.
The leader enhances the academy's reputation by effectively translating its achievements, progress toward goals, traditions, celebrations, and values in their verbal, written, and published communications.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

Mission-Driven Leadership:

- Embrace, champion, uphold, and operationalize the academy's mission, vision, and values within the school community, always serving as a role model for ethical behavior and cultural alignment.
- Align decision-making, policies, processes, and strategic initiatives with the overarching mission and values of the academy.

Budget Management, Operations, and School Safety:

- Assist with preparing the academy's budget.
- Operate within the board-approved budget, demonstrating fiscal responsibility and strategic financial planning. This includes communicating the school's financial health to

stakeholders, assisting with pay negotiations, and making decisions with the budget in mind.

- Identify opportunities for cost-effective practices without compromising educational quality.
- Develop and implement comprehensive safety protocols, collaborating with staff, local authorities, and relevant stakeholders to ensure a secure and prepared learning environment. This includes, but is not limited to, actively using the threat management protocol.
- Conduct regular safety drills and training sessions to equip the school community with the knowledge and skills to respond effectively to emergencies.
- Collaborate with law enforcement, emergency services, and community organizations to establish strong partnerships that enhance school safety.
- Oversee the maintenance of security systems, ensuring they are up-to-date and functional, and identify areas for improvement to fortify the school's safety infrastructure.
- Foster a culture of awareness and vigilance among staff and students, promoting open communication and proactive measures to address potential safety concerns.
- Prepare or oversee the preparation of reports, lists, and all other paperwork for which the school leader is responsible. This includes, but is not limited to, the maintenance of adequate inventories of real and personal property under their jurisdiction, accurate attendance and count day records, CA-60s, student progress records, and other sensitive documents.
- Coordinate or oversee the coordination of all services of the academy. This includes, but is not limited to, transportation, food service, maintenance, playground supervision, safety, special services, compliance, and outside-building usage.
- Plan, supervise, and regularly report fire drills, tornado drills, lockdown drills, the emergency preparedness program, and other health, safety, and security regulations per state, authorizer, board, and company regulations, and in alignment with the school's
- Emergency Operations Plan.

Academic Program Improvement:

- Take personal responsibility and ownership of the academy's academic performance and work diligently to improve student success as measured by state and local assessments.
- Effectively guide and support the educational program to improve academic outcomes and meet or exceed the academic goals established by the authorizer in the charter contract and the board-approved strategic plan. This includes, but is not limited to, the MICIP plan, MTSS implementation, the use of board-approved curriculum in all subjects

with fidelity, master schedule management to maximize instructional time, professional learning community leadership, and oversight of all required student assessments.

- Work closely with special education staff to monitor Individualized Education Programs (IEPs) and Section 504 plans to provide necessary resources and training that ensures compliance, mitigates risk, and maximizes student success.
- Encourage partnerships with families in the development and execution of student support plans.
- Collaborate with teachers, staff, authorizer, board committees, and Choice Schools representatives to implement data-driven strategies for continuous improvement. This includes, but is not limited to, active participation and leadership in the academy's [quarterly operational health meetings](#) and strategic planning meetings.
- Systematically use standardized and formative assessment data to guide learning support and drive instruction, curriculum, and professional development.
- Plan and provide professional development for all instructional staff around instruction at all tiers, board-approved tier 1 curriculum, social-emotional learning and well-being, and the school's MTSS plan.

Team Development:

- Continuously develop a team that wholeheartedly believes in and lives out the academy's mission, vision, and values.
- Facilitate ongoing professional development opportunities that empower the team to bring their best in supporting student achievement.

Leadership and Accountability:

- Take personal responsibility and ownership of staff culture and its continuous improvement. The primary measure of success in this area is the staff retention rate. This includes but is not limited to overseeing the recruiting, screening, hiring, assigning, onboarding, coaching, evaluating, and managing the team's ongoing employment.
- Lead, manage, and hold the team accountable for achieving academic and organizational goals. This includes leading the performance management and progressive discipline process outlined in the Choice Schools employee manual.
- Own difficult conversations, respond to inquiries/questions, and develop a community of practice that supports the continuous growth of all staff.
- Foster a culture of accountability, transparency, and continuous improvement among the team.
- Ensure the academy complies with board, company, or authorizer policies or procedures.

- Hold and maintain high standards of student conduct; communicate and enforce the Code of Student Conduct firmly, fairly, and consistently in total compliance with due process procedures.

Reputation Enhancement:

- Take personal responsibility and ownership of the academy's student enrollment and work diligently and strategically to meet or exceed enrollment targets outlined in the budget. This includes but is not limited to developing and implementing a yearly marketing and recruiting plan to attract students to the academy.
- Effectively communicate the academy's achievements, progress toward goals, traditions, celebrations, and values in verbal, written, on-camera, and published communications.
- Act as spokesperson for the academy, enhancing its reputation through positive interactions with the community and stakeholders. This includes but is not limited to establishing and maintaining relationships with local community groups and individuals to foster understanding and support for overall academy objectives and programs.
- Model the development of collaborative and collegial parent partnerships through continuous communication and efficient follow-up.
- Lead the ongoing enhancement of the academy's school-sponsored student activities, recognition opportunities, and experiences. This includes arranging for adequate adult supervision and maintaining safety and security protocols.

Other:

- Contribute to developing a high-performing educational model within the Choice Schools community.
- Keep the superintendent informed of routine matters related to administration, instruction, personnel, local partnerships, or events and activities of an unusual nature.
- Assume other responsibilities as assigned by the superintendent of Choice Schools Associates, L.L.C.

QUALIFICATIONS:

Minimum Requirements:

- Current Michigan School Administrator Certification or enrolled in an MDE-approved School Leader Preparation Program within six months leading to School Administrator certification within three years after the start of employment per the certification and continuing education requirements as described in MCL 380.1246.
- Progressive leadership experience in an educational setting.

Desired Qualifications:

- Five years of highly effective teaching with positive evaluations.
- Previous leadership experience and knowledge of educational administration best practices.

- Expertise in working with students from diverse backgrounds.
- Comprehensive understanding of instructional methodology.
- Proficiency in local, state, and federal educational laws, regulations, policies, and requirements.
- Excellent verbal and written communication using proper grammar and vocabulary.
- Strong interpersonal skills fostering a positive school culture.
- Self-awareness, adaptability, and continuous improvement of leadership skills.
- Persistent problem-solving and proactive approach to overcoming obstacles and driving change.
- Ability to use technology as an instructional coaching tool for professional development, assisting in the classrooms, analyzing academic achievement data, and aiding effective communications.
- Exemplary work habits as verified by reference checks.

WORK ENVIRONMENT:

The work environment is typically a standard office/school setting, including standard office equipment (fax, copier, phone, computer, 10-key, etc.). The noise level in the work environment is usually low. While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to sit, use hands for fine manipulation, handle, and reach with hands and arms using a keyboard and video display terminal. The employee is required to walk, stand, stoop, kneel, and crouch. The employee must regularly lift and/or move up to 10 pounds and occasionally up to 25 pounds. Specific vision abilities required by this job include close vision.

TRAVEL:

Mileage will be reimbursed at the federal rate if a personal vehicle is used. This position will include an estimated 15% travel throughout Michigan.

CLASSIFICATION/TERMS OF EMPLOYMENT:

12-month, at-will, full-time, exempt level position. Pay rate and work schedule as established by Choice Schools Associates, L.L.C., and approved by the academy board via the annual academy operating budget and calendar approval process. Includes benefits as outlined in the Choice Schools Associates LLC Employee Manual.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The Choice Schools Associates, L.L.C. superintendent will evaluate job performance through systematic input from primary internal and external stakeholders for professional growth feedback and systems improvement.

SUPERVISOR: Superintendent of Choice Schools Associates, L.L.C.

SUPERVISES: Staff members designated by Choice Schools Associates, L.L.C.

EMPLOYED BY: Choice Schools Associates, LLC

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions, and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of me as an employee.

Signature of Employee

Date Signed

Signature of Supervisor

Date Signed

TEACHER

Job Description

Revised: 11.2.23

JOB GOAL: The primary goal of a teacher is to inspire and empower students to reach their full potential. Teachers strive to create a supportive and inclusive learning environment where students feel valued, motivated, and challenged. They aim to foster a love for learning, encourage critical thinking and problem-solving skills, and provide the necessary guidance and resources for students to succeed. Through effective instruction, personalized support, and meaningful engagement, teachers aim to equip students with the knowledge, skills, and confidence to thrive in their educational journey.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

Curriculum & Instruction:

- Accepts responsibility for the achievement of students.
- Guides the learning process toward the achievement of curriculum goals and implementation of personal learning plans of students.
- Demonstrates effective planning and organization for instruction.
- Selects appropriate materials for implementation of the curriculum and adapts materials and methods to the learning styles and abilities of students.
- Is creative and adaptive in responding to situations to maintain order and continued learning.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback; holds high expectations and demonstrates sensitivity to different abilities and readiness.
- Uses resources effectively to support learning activities in the classroom, the academy and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning to build independent learners; clarity of communication and clear directions; building an atmosphere of mutual respect, independent thought and expression; and positive, engaging student and teacher experiences in large and small groups.

Classroom Management:

- Works cooperatively with guardians and generates guardians' confidence.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through one's actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair and consistent practices, and responsible citizenship.

Student Enrollment & Retention

- Shares responsibility for the reputation of the academy in the community.

Professional Development & Leadership:

- Participates in the development of policies and regulations that affect instruction and the conditions of success.
- Uses technology effectively for instruction, record-keeping, communication, and other administrative tasks.
- Accepts responsibility for their personal growth and implementation of professional development; contributes to a cooperative and collaborative learning community in and out of the classroom.
- Conducts himself or herself according to professional and ethical principles.
- Continually strives to improve classroom methods, teaching techniques and interpersonal relationships in accordance with academy training and expectations.
- Displays personal qualities, which reflect favorably upon the individual, the group and the academy.
- Displays pride in being a teacher and a member of the academy.
- Assumes other responsibilities assigned by the school leader.

Facilities:

- Assumes responsibility for the orderliness of the learning environment and the appropriate and safe use of instructional facilities and equipment.
- Maintains a clean, safe, and orderly classroom that involves students in its upkeep.

QUALIFICATIONS:**Minimum Requirements:**

- Valid Michigan teaching certificate with endorsements in appropriate grade and subject levels, meeting the requirements of the Michigan Department of Education and federal guidelines. Except as otherwise provided by law, the academy shall use certificated teachers according to the state board rule.
- Or, minimum of a Bachelor's degree and an alternative pathway, which includes passing the MTTC test(s) for endorsements in appropriate grade and subject levels.
- Ability to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data, and as a tool to aid effective communications.

Desired Qualifications:

- Excellent verbal and written expression using standard grammar and vocabulary.
- Strong interpersonal skills.
- Recent teaching experience, coursework, or other activity in the area of primary instruction
- Demonstrated knowledge of current instructional strategies appropriate for students at the specified grade level
- Desire and ability to work with students at the specified age level with diverse backgrounds and levels of ability toward accomplishing their educational goals.

WORK ENVIRONMENT:

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TRAVEL:

Mileage will be reimbursed at the federal rate if a personal vehicle is used. Rental car available upon request, provided personal driving history is satisfactory. This position will include an estimated 10% travel throughout Michigan.

CLASSIFICATION/TERMS OF EMPLOYMENT:

10-month, in-person, at-will, full-time, exempt level position. Pay rate and work schedule established by Choice Schools Associates, L.L.C., and approved by the academy board via the annual academy operating budget and calendar approval process. Includes benefits as outlined in the Choice Schools Associates LLC Employee Manual.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The school leader will evaluate job performance through systematic input from various primary internal and external stakeholders for professional growth feedback and systems improvement.

SUPERVISOR: School Leader

SUPERVISES: Students

EMPLOYED BY: Choice Schools Associates, LLC

STATEMENT OF UNDERSTANDING:

I have reviewed this formal job description with my Supervisor. I understand the responsibilities of this position

Signature of Employee

Date Signed

Signature of Supervisor

Date Signed

ACADEMY NAME

ENGLISH LANGUAGE LEARNERS ("ELL") TEACHER/COORDINATOR

Job Description

Date: Revised

JOB GOAL: To provide students with a first class learning experience, contributing to their development as responsible citizens and leaders in their communities, by developing English proficiency and supporting students' access to grade level content expectations. This position will support and uphold the mission and vision of the environmental academy.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

Curriculum & Instruction

- Accepts responsibility for the achievement of students.
- Guides the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
- Develops and maintains accurate records documenting schedules, work detail, student linguistic development and/or accommodations and more.
- Collaborates with the ELL student's teacher(s) to help the student complete and comprehend content lessons and assignments.
- Develops and documents the speaking, listening, reading and writing skills of ELL student(s) through instruction based on the State ELL standards.
- Demonstrates effective planning and organization for instruction.
- Selects appropriate materials for implementation of the curriculum and adapts materials and methods to the learning styles and abilities of students.
- Uses creative instructional methods and procedures and adapts effectively to unusual situations.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation, and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences in large and small groups.

Classroom Management:

- Works cooperatively with guardians and generates guardians' confidence in the teacher.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through one's actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and the development of responsible citizenship.

Student Enrollment & Retention:

- Shares responsibility for marketing the Academy in the community.

Professional Development & Leadership:

- Attends professional development meetings and activities related to the English as a Second/Other Language (ESOL) program.
- Participates in the development of policies and regulations that affect instruction and the conditions of success.
- Uses technology effectively for instruction, record keeping, communication and other administrative tasks.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional and ethical principles.
- Continually strives to improve classroom methods, teaching techniques, and interpersonal relationships.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.
- Displays pride in being a teacher and a member of the Academy.

Facilities:

- Assumes responsibility for the orderliness of the learning environment and the appropriate and safe use of instructional facilities and equipment.

Other:

- Assumes other responsibilities assigned by the School Leader..

QUALIFICATIONS:**Minimum Requirements:**

- Valid Michigan teaching certificate with endorsements in appropriate grade and subject levels, meeting the requirements of the Michigan Department of Education and Federal guidelines. Except as otherwise provided by law, the Academy shall use certificated teachers according to the state board rule.
- Minimum of a bachelor's degree.
- Exemplary work habits verified by reference check.

Desired Qualifications:

- Knowledge of, and experience teaching, the academic curriculum.
- Able to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data, and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Strong interpersonal skills.
- Demonstrated competence as a teacher in all areas of focus.

WORK ENVIRONMENT:

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:

10-month, at-will, full-time or part-time, exempt or non-exempt level position. Pay rate and work schedule established by Choice Schools Associates, L.L.C., and approved by the Academy Board via the annual Academy operating budget and calendar approval process. Includes benefits as outlined in the Choice Schools Associates LLC Employee Manual.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify and ICHAT clearance.

SUPERVISOR: School Leader

SUPERVISES: Students, Instructional Aides, volunteers, assigned support staff, and Code of Student Conduct.

EMPLOYED BY: Choice Schools Associates, L.L.C.

EVALUATION:

The School Leader and designated Choice Schools Associates, L.L.C., employees evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

Office Manager

Job Description

Revised: June 2023

JOB GOAL: To assure the smooth and efficient operation of the Academy office as the communications and operations center for the partnership between internal and external stakeholders in achieving educational excellence for all children.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

Office Services:

- Performs usual school office routines, including answering phones, answering the door, greeting students and families, caring for children, and being available for needs of the students, families and staff during the school day.
- Performs secretarial and administrative support functions, including supporting the principal, making phone calls to families, ensuring the school is set up for success, ordering office supplies, managing substitute teachers, etc.
- Designs and implements office policies with approval by the school leader.
- Manages office operations and office coverage during open hours to ensure every person in the school building is supported.
- Ensure accurate information is listed on the school's website, including start time, school calendar, and board meeting requirements, and communicates the updates to the appropriate team members.
- Handles and prepares correspondence for the School Leader and Academy Board, including school-wide newsletters, e-mail blasts, snow day cancellations, board meeting notices, etc.

Customer Service & Enrollment:

- Demonstrates positive customer service and community relations at all times with everyone in and out of the school building.
- Applies positive customer service to the role and is perceived as a team member by the staff.
- Provides tours and information about the Academy when inquired by community members.
- Oversees and tracks enrollment for the school, including but not limited to attendance, enrollment forms and intent to return tracking.
- Conducts tours and school visits for new and potential families.
- Shares responsibility for enrollment in the Academy in the community, including, but not limited to community-fairs, events, open houses, and community events.

Maintaining Office Records:

- Maintains student records and student enrollment counts as required by law and local policy.
- Prepares for audits for compliance.
- Maintains the daily teacher attendance record and substitute teacher records.

- Processes enrollment procedures for all students.
- Prepares all required reports and maintains all appropriate records.
- Keeps accurate records on students for lost and damaged textbooks, technology equipment, etc.
- Ensures accurate transfer of student files and records.
- Transfers and disposes of records according to retention schedules and policies.
- Assumes other responsibilities assigned by the School Leader.

Finances:

- Prepares accurate payroll information including time sheets.
- Conducts daily deposit to the bank.
- Carries out financial operations at the site level, including payroll, purchasing and financial accounting.
- Compares prices and prepares purchase orders for all office and classroom needs for the beginning of the school year and as needed during the year.
- Participates in the pupil accounting audits with accurate information and records.
- Collects fines from students for any lost or damaged textbooks, technology equipment, etc.
- Maintains files on all purchase orders and verifies receipt of materials against packing slips; checks packing slips against invoices for approval of payment vendors.

Operations:

- Ensures the school operates within its Emergency Operations Plan.
- Operates standard office equipment (computer, copier, fax machine, etc.).
- Maintains and replenishes office supply inventory.

Other:

- Assumes other duties assigned by the School Leader and Choice Schools Associates, L.L.C.

QUALIFICATIONS:**Minimum Requirements:**

- High school diploma or equivalent.
- Bookkeeping experience.
- Exemplary work habits verified by reference check.
- Computer skills in data processing, bookkeeping, spreadsheets, databases and research.
- Must be at least 18 years of age.
- Valid Michigan driver's license.

Desired Qualifications:

- Associates degree or above preferred.
- Experience in a school setting with school-age children.
- Knowledge of and skills working with students and families of all backgrounds.
- Excellent verbal and written expression.

- Ability to positively communicate with students, staff and parents.
- Reputation of self-control and sound interpersonal skills.
- Exemplary organizational skills.
- Solid record of punctuality.

WORK ENVIRONMENT:

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TRAVEL:

Mileage will be reimbursed at the Federal rate if a personal vehicle is used. Rental car available upon request, provided personal driving history is satisfactory. This position will include an estimated 25% travel throughout Michigan.

CLASSIFICATION/TERMS OF EMPLOYMENT:

12-month, at-will, full-time, exempt level position. Pay rate and work schedule established by Choice Schools Associates, L.L.C., and approved by the Academy Board via the annual Academy operating budget and calendar approval process. Includes benefits as outlined in the Choice Schools Associates LLC Employee Manual.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The School Leader will evaluate job performance through systematic input from various primary internal and external stakeholders for professional growth feedback and systems improvement.

SUPERVISOR: School Leader

SUPERVISES: As Assigned by School Leader

EMPLOYED BY: Choice Schools Associates, LLC

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions, and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Signature of Supervisor

Date Signed

MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (the “Agreement”) is made and entered into as of the 1st day of July, 2026, by and between Choice Schools Associates, L.L.C., a Michigan limited liability company (“Choice Schools”), and Invictus Classical Academy (the “Academy”), a body corporate and public school academy organized under the Michigan Revised School Code (the “Code”).

WHEREAS, the Academy operates a public school academy pursuant to a contract dated July 1, 2026 (the “Contract”) issued by the Bay Mills Community College Board of Regents (“Authorizer”); and

WHEREAS, the Academy operates a public school academy under the direction of the Academy Board (the “Board”); and

WHEREAS, Choice Schools is a limited liability company providing educational and managerial services to public school academies that has the ability to implement a comprehensive educational program and management methodologies for the Academy; and

WHEREAS, the Academy desires to engage Choice Schools to perform certain services related to the Academy’s educational program and operations.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I CONTRACTUAL RELATIONSHIP

A. Authority. The Academy has been granted the Contract by the Authorizer to organize and operate a public school academy, together with the powers necessary or desirable for carrying out the educational program set forth in the Contract. The Academy is authorized by law to contract with a private entity to provide educational management services, provided that no provision of such a contract shall be effective if it would prohibit the Board from acting as an independent, self-governing public body, allow public decisions to be made other than in compliance with the Open Meetings Act, or interfere with the Board’s exercise of its statutory, contractual and fiduciary obligations governing the operation of the Academy.

B. Delegated Authority. Acting under and in the exercise of such authority, the Academy hereby delegates to Choice Schools, to the extent permitted by law, specified functions relating to the provision of educational services and the management and operation of the Academy; provided, however, that this Agreement is subject to all the terms and conditions of the Contract and applicable law. The Contract shall be deemed incorporated herein by this reference. In the event of any inconsistency between provisions of this Agreement and provisions of the Contract, the provisions of the Contract shall prevail.

C. Status of the Parties. Choice Schools is a limited liability company of Michigan, and is not a division or a part of the Academy. The Academy is a body corporate and governmental

entity authorized by the Code, and is not a division or part of Choice Schools. The relationship between Choice Schools and the Academy is based solely on the terms of this Agreement. The parties to this Agreement acknowledge that the relationship between them is that of an independent contractor, not an employee-employer relationship. Except as otherwise expressly designated by written agreement of the parties with consent from anyone whose consent is required by law or contract, no agent, officer or employee of the Academy shall be determined to be an agent or employee of Choice Schools, and no agent, officer or employee of Choice Schools shall be deemed to be an agent or employee of the Academy.

Board members, Academy employees, and their respective spouses and immediate family members may not have direct or indirect ownership, employment, contractual, or management interest in Choice Schools. The relationship between the Academy and Choice Schools shall be consistent with the conflicts of interest and prohibited familial relationship provisions set forth in the Contract.

D. Independent Contractor/Designation of Agents. The parties intend the relationship between them to be that of independent contractors and not an employer-employee relationship. The relationship between the parties was developed and entered into through arm's length negotiations and is based solely on the terms of this Agreement. Except as otherwise expressly designated by written agreement of the parties, with any required third-party consent, no agent, officer, or employee of the Academy shall be deemed to be an agent or employee of Choice Schools, and no agent, officer, or employee of Choice Schools shall be deemed to be an agent or employee of the Academy. Each party shall be solely responsible for its own acts and omissions and those of its respective officers, directors, employees, agents, and subcontractors. Choice Schools shall be solely and exclusively responsible for recruiting, selecting, hiring, compensating, training, evaluating, disciplining, and terminating all individuals it employs in connection with providing services under this Agreement. Notwithstanding the foregoing, Choice Schools and its officers, directors, employees, and designated agents may be deemed agents of the Academy solely for limited statutory purposes, including access to student educational records in accordance with applicable law, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

1. If Choice Schools leases employees to the Academy, Choice Schools 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. Choice Schools is responsible for paying employees leased to the Academy or working on Academy operations irrespective of whether Choice Schools receives an advancement of its costs or the payment of services from the Academy. 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. If Choice Schools enters into an employee leasing agreement to staff the Academy, that agreement shall provide that the leasing company is responsible for paying individuals leased to the Academy or working on Academy operations irrespective of whether the employee leasing company receives an advancement of its costs or the payment of services from the Academy.

2. No agent or employee of Choice Schools shall be determined to be an agent or employee of the Academy, except as follows:

a. Choice Schools, and its respective officers, directors, employees and designated agents are each hereby authorized to serve as agents of the Academy having a legitimate educational interest in the Program and its students for purposes of the Family Educational Rights and Privacy Act, 20 USC § 1232g *et seq.* (“FERPA”), such that they are jointly and severally entitled to access the educational records of the Program for all purposes related to FERPA.

b. During the term of this Agreement, the Academy may disclose confidential data and information to Choice Schools, and its respective officers, directors, employees and designated agents and Choice Schools may access confidential data and information, to the extent permitted by applicable law, including without limitation, the Family Educational Rights and Privacy Act, 20 USC § 1232g, the Individuals with Disabilities Education Act (“IDEA”), 20 USC § 1401 *et seq.*, 34 CFR §§ 300.610-300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794a, 34 CFR § 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 *et seq.*; the Americans with Disabilities Act, 42 USC § 12101 *et seq.*; the Health Insurance Portability and Accountability Act (“HIPAA”), 42 USC §§ 1320d-13200d-8; 45 CFR §§ 160, 162 and 164; and social security numbers, as protected by the federal Privacy Act of 1974, 5 USC § 552a; and the Michigan Social Security Number Privacy Act, MCL 445.84. Choice Schools agrees that it shall comport with all applicable laws, rules and regulations in the handling, maintaining, safeguarding, re-disclosing, and returning of confidential data and information disclosed or accessed under this Agreement. Choice Schools will be solely responsible for the acts of its agents, employees, and those contractors and subcontractors who are contracted through Choice Schools.

c. As otherwise expressly designated by written agreement of the parties with consent from anyone whose consent is required by law or contract.

ARTICLE II

TERM

A. Term. This Agreement shall become effective July 1, 2026 (the “Effective Date”) and shall cover eight (8) academic years commencing on July 1, 2026, and ending on June 30, 2034, subject to a continued Contract from the Authorizer and continued state per capita funding. The maximum term of this Agreement shall not exceed the length of the Contract.

B. Coterminous with Academy’s Contract. If the Academy’s Contract issued by the Authorizer is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Academy’s Contract is suspended, revoked, terminated or expires without further action of the parties.

ARTICLE III

FUNCTIONS OF CHOICE SCHOOLS

A. Responsibility. Under the policy direction and general supervision of the Board, Choice Schools shall be responsible for the management, operation, administration, and education at the Academy. Such functions include, but are not limited to:

1. Implementation and administration of the Educational Program and curriculum set forth in the Contract;
2. Marketing and communication plan development for Board approval and implementation of same; the cost of implementation shall be the Academy's responsibility;
3. Implementation of an ongoing public relations strategy for the development of beneficial and harmonious relationships with other organizations and the community;
4. Budget preparation and financial management services, including accounting; the cost of software shall be the Academy's responsibility;
5. Acquisition of instructional and non-instructional material, equipment and supplies, the cost of which shall be the Academy's responsibility;
6. Selection, employment and supervision of all teachers and staff and the personnel management services (recordkeeping, wage and benefits administration, training and technical assistance) necessary to support those employees;
7. Oversight of school building operations, such as food service, transportation, facilities, and technology;
8. Oversight of special education programs and services to eligible students who attend the Academy in conformity with the requirements of state and federal laws and applicable regulations and policies;
9. Preparation of applications and reports for state and federal grants and special programs;
10. Preparation and timely submission of required the Authorizer, local, state and federal reports;
11. Development and implementation of administrative guidelines and procedures aligned with Board policy;
12. Preparation and enforcement of student codes of conduct;
13. Assistance in preparation of strategic planning for the continuing educational and financial benefit of the Academy, if requested by the Board;

14. Any other function necessary or expedient for the administration of the Academy with approval from the Board.

B. Educational Goals and Program. Choice Schools shall implement the educational goals and programs set forth in the Contract, and established by the Board including but not limited to methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade classifications of pupils to be enrolled, and methods to be used to monitor performance towards targeted educational outcomes (collectively the “Educational Program”). In the event that Choice Schools determines that it is advisable to modify the educational goals and program set forth in the Contract, Choice Schools will provide written notification to the Board specifying the changes it recommends and the reasons for the proposed changes. No changes in the Educational Program shall be implemented without the prior approval of the Board and the Authorizer. Choice Schools shall provide the Board with periodic written reports specifying the level of achievement of each of the Academy’s educational goals set forth in the Contract and detailing its plan for meeting any educational goals that are not being attained. These reports will be submitted to the Board immediately prior to the Board’s regular meeting in January and July each year, and at such other times as specified in Board policy as the same may be changed from time to time. The Educational Program shall be in compliance with applicable state and federal laws, rules and regulations.

C. Subcontracts. It is anticipated that Choice Schools will utilize subcontracts to provide some of the services it is required to provide to the Academy, including but not limited to transportation, technology, and/or food service. Choice Schools shall not subcontract the management, oversight or operation of the teaching and instructional program, without the prior approval of the Board and the Authorizer, as applicable. Choice Schools shall not expend funds in excess of the Academy’s Board approved budget or any Board approved amendment thereof without prior Board approval. Board approval of other subcontracts is not required unless the cost for these subcontracted services exceeds the funds appropriated for that purpose in the Academy’s approved budget. Every subcontract entered into without Board approval, and the appropriation(s) from which it will be paid, shall be reported to the Board at its next meeting. Choice Schools will receive no additional fee as a result of subcontracting of any services. Choice Schools remains responsible to the Academy for the services provided through subcontracting agreements. Choice Schools shall ensure that all subcontracts comply with applicable law including the Family Educational Rights and Privacy Act, 20 USC § 1232g *et seq.* (“FERPA”) and the criminal background check provisions of the Code. To the extent that Choice Schools may subcontract any or all aspects of the services permitted by the terms of this Agreement, Choice Schools represents that it shall include in the subcontracted services agreement provisions comparable to those contained in this Article 1, inclusive of subparts, to identify the employer of any person providing services under a contracted services agreement or, in the absence of an employer and in the case of an independent sub-contractor, to expressly provide that the service provider is an individual independent contractor and is not intended to be, and shall not be regarded as an employee of the Academy.

D. Place of Performance. Instruction services other than field trips will normally be performed at the Academy facilities. Choice Schools may perform functions other than instruction, such as purchasing, professional development, and administrative functions at off-site locations,

unless prohibited by the Contract or applicable law. The Academy shall provide Choice Schools with the necessary office space at the Academy site to perform all services described in this Agreement.

E. Acquisitions. All acquisitions made by Choice Schools for the Academy including, but not limited to, instructional materials, equipment, supplies, furniture, computers and other technology, shall be owned by and remain the property of the Academy. Choice Schools and its subcontractors will comply with all federal and state laws, including but not limited to Section 1267 and Section 1274 of the Code, rules and regulations in addition to such policies as the Board may, from time to time adopt, as if the Academy were making these purchases directly from a third party supplier and Choice Schools and its subcontractors will not include any fees or charges to the cost of the equipment, materials and supplies purchased from third parties when it seeks reimbursement for the cost of these acquisitions.

F. Pupil Performance Standards and Evaluation. Choice Schools is responsible for and accountable to the Board for the performance of students who attend the Academy. Choice Schools shall implement pupil performance evaluations which permit evaluation of the educational progress of each Academy student, using measures of student and school performance required by the Contract or applicable laws and such additional measures as shall be mutually agreed between the Board and Choice Schools including but not limited to parent satisfaction surveys.

G. Student Recruitment. Choice Schools shall be responsible for the recruitment of students subject to the provisions of the Contract, applicable law, and the policies adopted by the Board. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law. Choice Schools shall follow all applicable procedures and legal requirements regarding student recruitment, enrollment and lottery management, and shall be responsible for publication of appropriate public notices.

H. Student Due Process Hearings. Choice Schools shall provide students with procedural and substantive due process in conformity with the requirements of applicable law and Board policy regarding discipline, special education, confidentiality and access to records, to an extent consistent with the Academy's own obligations. The Board shall retain the right to provide due process as required by law and to determine whether any student will be expelled.

I. Legal Requirements. Choice Schools shall provide educational programs that meet the requirements of the Educational Program under the Contract and applicable law, unless such requirements are or have been waived by the Academy and the Authorizer, as applicable.

J. Policies and Procedures. The Board shall consider, adopt and conduct its operations in conformity with policies and procedures applicable to the Academy, and Choice Schools is directed to enforce the policies and procedures adopted by the Board. Choice Schools shall assist the Board in its policy making function by recommending the adoption of reasonable rules, regulations and procedures applicable to the Academy.

K. School Year and School Day. The school year and the school day shall be as provided in the Contract and as defined annually by the Board and applicable law.

L. Authority. Choice Schools shall have the authority and power necessary to undertake its responsibilities described in this Agreement except in the case(s) wherein by law such power may not be delegated.

M. Academy's Contract with the Authorizer. Choice Schools 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 the Authorizer, including all schedules attached thereto and the Authorizer policies referenced therein, as they may be amended. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement. Choice Schools agrees to assist the Academy in complying with all of the Academy's reporting, recordkeeping, and other obligations under the Academy's Contract with the Authorizer. Choice Schools shall not act in a manner which will cause the Academy to be in breach of its Contract with the Authorizer. Any action or inaction by Choice Schools that causes the Contract to be revoked, terminated or suspended, or which results in the Academy receiving official notification from the Authorizer 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 Agreement by the Academy. In addition, a failure of Choice Schools to reasonably perform the functions set forth in Article III may be considered a material breach of this Agreement.

Further, by signing this Agreement Choice Schools acknowledges that it has provided the Academy with the following information, whether provided herein or in separate documentation, such that the Academy is able to perform sufficient due diligence to establish that Choice Schools and its key personnel have the appropriate financial resources, educational background, and managerial experience to provide the contracted services:

- A list of all Choice Schools owner(s), directors and/or officers which discloses any conflicts of interest that any Choice Schools owner, director, and/or officer may have in regard to Board members, administrators and employees associated with the Academy, as well as other vendors contracting with the Academy. Conflicts of interest include, but are not limited to, familial relationships;
- Notification if any principal or officer of Choice Schools, or Choice Schools (including related organization or organizations in which a principal or officer of Choice Schools served as a principal or officer) as a corporate entity, has filed for bankruptcy protection within the last five (5) years.
- Type or form of entity (for-profit corporation, non-profit corporation, limited liability company, etc.);
- Name of Choice Schools' primary banking institution;
- Legal counsel for Choice Schools. Name, address, and telephone number of firm and name of contact person;
- Accounting firm for Choice Schools. Name, address, and telephone number of firm and name of contact person;

- A written statement regarding Choice Schools’ experience in providing educational services, and the types of educational services to be provided by Choice Schools;
- A mission, vision, and values statement of Choice Schools;
- List of all persons or entities with whom Choice Schools plans to subcontract for services provided to the Academy, along with a disclosure of Choice Schools’ ownership in any such subcontractor;
- List of the public school academies or other schools (public or private) to which Choice Schools provides services;
- List of any lease, license, contract, or other agreement between Choice Schools (or its affiliates) and the Academy;
- Identification of any start-up funding being provided by Choice Schools;
- List of any services Choice Schools plans to provide to the Academy with regard to cash flow borrowings, including any fees from such services;
- List of any materials equipment or supplies the Academy will purchase or lease from Choice Schools; and
- Criminal history of Choice Schools’ owners, officers, directors, managers and employees assigned to and working regularly at the Academy.

N. Additional Programs. The services provided by Choice Schools to the Academy under this Agreement consist of the Educational Program as set forth in the Contract, as the same may change from time to time. The Academy may decide to provide additional programs, including but not limited to summer school. Any revenues collected from such programs will go directly to the Academy. The Academy may also purchase additional services from Choice Schools at a mutually agreeable cost. Such additional services purchased by the Academy from Choice Schools shall be documented in writing as an amendment to this Agreement, subject to review by the Authorizer.

O. Annual Budget Preparation. The Board shall by Board resolution appoint the Board Treasurer, or such other officer as determined by the Board, to serve as the chief administrative officer of the School (the “CAO”) under the Uniform Budgeting and Accounting Act, MCL 141.422b *et seq.* (the “Budgeting and Accounting Act”). No Choice Schools’ owner, officer, director, employee, or agent shall be designated as the CAO of the Academy. But, notwithstanding any other provisions of the Agreement to the contrary, the Board resolution may designate Choice Schools’ Director of School Finance, or such other Choice Schools employee as is mutually agreed upon by Choice Schools and the Academy, as the designated agent of the CAO to assist the CAO with the performance of the CAO’s duties under the Budgeting and Accounting Act. Choice Schools will provide the Board with a proposed annual budget that shall conform to the Michigan Public School Accounting Manual and the Uniform Budgeting and Accounting Act, MCL 141.422b *et seq.* and in a form satisfactory to the Board and in compliance with the Contract.

The budget shall contain reasonable detail as requested by the Board and as necessary to comply with the public accounting standards applicable to public schools and applicable law. The budget shall include anticipated revenues and projected expenses and costs reasonably associated with operating the Academy and the Educational Program including, but not limited to, the projected cost of all services and educational programs provided to the Academy, rent and lease payments, debt service, maintenance and repairs to Academy facilities, supplies and furnishings necessary to operate the Academy, taxes, insurance premiums, utilities, professional fees, and other costs and expenses connected to the operation of the Academy. The proposed budget shall be submitted to the Board for approval not later than thirty (30) calendar days prior to the date when the approved budget is required to be submitted to the Authorizer. Choice Schools may not make deviations from the approved budget without the prior written approval of the Board.

P. Compliance with Section 503c. On an annual basis, Choice Schools agrees to provide the Board with the same information that a school district is required to disclose under section 18(2) of the State 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 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.

Q. Compliance with the Contract. Choice Schools shall make information concerning the operation and management of the Academy, including without limitation the information described in the Contract, including all exhibits, schedules, etc., 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, this Agreement shall not restrict the Authorizer's or the public's access to the Academy's records.

R. Suspension and Debarments List. Federal agencies are required to award contracts only to presently responsible sources and cannot award funds to entities that have been suspended or debarred from doing business with the federal government. The Academy is a recipient of federal funding and Choice Schools is required to refrain from any action that will result in being suspended or debarred. Choice Schools certifies and affirms that it is not included on the federal Suspension and Debarments list of Excluded Parties List; nor is Choice Schools affiliated with any party that is included on the federal Suspension and Debarments list of Excluded Parties List.

S. Personally Identifiable Information. Choice Schools agrees to treat all personally identifiable information ("PII") received from the Academy or from students confidentially and securely, in compliance with all applicable laws and regulations related to protecting the privacy of PII, including without limitation the Family Education Rights and Privacy Act (FERPA), the Michigan Revised School Code, and Section 5 of Michigan's Student Online Personal Protection Act. MCL 388.1295. Except as permitted under the Code, Choice Schools shall not sell or otherwise provide to a for-profit business entity any PII that is part of an Academy student's education records. If Choice Schools receives information that is part of an Academy student's education records, Choice Schools shall not sell or otherwise provide the information to

any other person except as permitted under the Code. For purposes of this section, the terms “educational records” and “personally identifiable information” shall have the same meaning as those terms in Section 1136 of the Code. MCL 380.1136. In addition, Choice Schools will maintain a documented security program that incorporates appropriate, commercially reasonable and industry-standard security measures to protect such PII. Choice Schools will notify the Academy of any security breach that impacts PII received from the Academy or from students within a commercially reasonable time after discovery and will provide regular status updates until the breach is resolved. After final resolution of the breach, Choice Schools will provide the Academy with a final incident report.

T. Data Security Breach. Choice Schools shall promptly report to the Board, not later than the first business day following discovery, any use or disclosure of personally identifiable information from the Academy’s education records or other information not suitable for public release (collectively, Covered Data or Information (“CDI”)) that is not authorized by this Agreement or applicable law. Choice Schools agrees to promptly undertake to identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Choice Schools has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) whether, and if so on what grounds, Choice Schools has determined that the security breach has not or is not likely to cause substantial loss or injury to, or result in identity theft with respect to, one or more residents of this state, and (vi) what corrective action Choice Schools has taken or shall take to prevent future similar unauthorized use or disclosure. Choice Schools shall provide such other information as reasonably requested by the Academy Board. Choice Schools shall take appropriate action, in accordance with MCL 445.72, to notify affected individuals whose CDI may have been compromised.

U. Bankruptcy. Choice Schools shall notify the Academy Board if any principal or officer of Choice Schools, or Choice Schools (including any related organizations or organizations in which a principal or officer of Choice Schools served as a principal or officer) as a corporate entity, files for bankruptcy protection or, at the time this Agreement is executed, has filed for bankruptcy protection within the last five (5) years.

ARTICLE IV

OBLIGATIONS OF THE BOARD

A. Board Policy Authority. The Board is responsible for determining the fiscal and academic policies that will govern the operation of the Academy, including policies relative to the conduct of students while in attendance at the Academy or en route to and from the Academy and regulations governing the procurement of supplies, materials and equipment. The Board shall exercise good faith in considering the recommendations of Choice Schools on issues including, but not limited to, policies, rules, regulations, procedures, curriculum and budgets subject to the constraints of law and the requirements of the Contract. Failure of Choice Schools and the Board to agree on educational policies is grounds for termination of the Agreement by either party and will be subject to Article VII of this Agreement.

B. Building Facility. The Board is responsible for the acquisition by either purchase or lease of a building facility that complies with all of the requirements of the Contract.

C. Academy Employees. The Board may employ such employees as it deems necessary, if any. In the event the Board decides to directly employ any employees, the cost to employ Academy employees shall be paid by the Board.

D. Educational Consultants. The Board may retain an educational consultant or consultants to review the operations of the Academy and the performance of Choice Schools under this Agreement. Choice Schools shall cooperate with the educational consultant or consultants and will provide those individuals with prompt access to records, facilities and information as if such requests came from the full Board. Choice Schools shall have no authority to select, evaluate, assign, supervise or control any educational consultant employed by the Board, and agrees that it will not bring or threaten to bring any legal action against any educational consultant for the performance of the functions requested to be performed by the Board and which are consistent with this Agreement. The cost to employ an educational consultant shall be paid by the Board.

E. Legal Counsel. The Board shall select and retain legal counsel to advise it on any matter, including but not limited to its rights and responsibilities under the Contract, this Agreement and applicable law.

F. Audit. The Board shall select and retain an independent auditor to perform the annual financial audit in accordance with the Contract and applicable state law. Choice Schools shall not select, evaluate, replace or retain the independent auditor for the Academy. Choice Schools shall make available all of its financial and other records related to the Academy available to the Academy, the Academy's independent auditor, and the Authorizer.

G. Budget. The Board is responsible for adopting a budget in accordance with the provisions of the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*, that has adequate resources to fulfill its obligations under the Contract, including but not limited to its oversight of Choice Schools, the organization of the Academy, negotiation of the Contract and any amendments, payment of employee costs, insurance required under the Contract and this Agreement, the annual financial audit and retention of the Board's legal counsel and consultants. Choice Schools may not make expenditures or commitments which deviate from the amounts or purposes of appropriations contained in the approved budget without the prior approval of the Board in the form of an approved amendment of the budget in accordance with applicable law and the Contract. In addition, the Board is responsible for determining the budget reserve amount included as part of the Academy's annual budget, for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount and for approving necessary amendments to the budget to reflect necessary deviations from the adopted budget. The budget may be amended from time to time as deemed necessary by the Board.

H. Academy Funds. The Board shall determine the depository of all funds received by the Academy. All funds received by the Academy shall be initially deposited in the Academy's depository account as required by applicable law. Signatories on the depository account shall only be current Board members properly designated annually by Board resolution. All interest or

investment earnings on Academy deposits shall accrue to the Academy. The Board shall provide Academy funding on a consistent and timely basis to Choice Schools to fulfill its obligations under this Agreement.

I. Governmental Immunity. The Board shall determine when to assert, waive or not waive its governmental immunity. Nothing in this Agreement is intended to nor shall it be construed as requiring the Board to assert, waive, or not waive its governmental immunity or restricting the Board from waiving its governmental immunity.

J. Contract with the Authorizer. The Board will not act in a manner which will cause the Academy to be in breach of its Contract with the Authorizer.

K. Evaluation of Choice Schools. The Board will evaluate the performance of Choice Schools each year to provide Choice Schools with an understanding of the Board's view of its performance under this Agreement. Choice Schools will determine the format to conduct this evaluation. Additional evaluations using the format selected by the Board may occur at any time.

ARTICLE V

FINANCIAL ARRANGEMENT

A. Primary Source of Funding. As a Michigan public school academy, the primary source of funding for the Academy is state school aid payments based upon the number of students enrolled in the Academy combined with such other payments as may be available from state and federal sources for specific programs and services.

B. Other Revenue Sources. In order to supplement and enhance the state school aid payments and improve the quality of education at the Academy, the Board and Choice Schools shall endeavor to obtain revenue from other sources. In this regard:

1. The Academy and/or Choice Schools shall solicit and receive donations consistent with the mission of the Academy.

2. The Academy and/or Choice Schools may apply for and receive grant money, in the name of the Academy. Choice Schools shall provide advance notification to the Board of any grant applications it intends to make and receive the approval of the Board for the application prior to filing or submitting the grant application.

3. To the extent permitted under the Code, Choice Schools may charge fees to students for extra services such as summer programs, after school programs and athletics and charge non-Academy students who participate in such programs approved by the Board.

All funds received by Choice Schools or the Academy from such other revenue sources shall inure to and be deemed the property of the Academy, except as otherwise agreed by the parties in writing as an amendment to this Agreement.

C. Compensation for Services. For the term of this Agreement, the Academy shall pay Choice Schools an annual fee. This annual fee shall be as follows: The annual fee to be paid for services shall be eleven (11.00%) percent of all gross revenues received during that school year. For purposes of this Section, the term “gross revenues” means the sum of (a) the amount of all payments applicable to a school year that the Academy receives directly or indirectly under Article V, Paragraph A plus (b) the amount of all grants received by the Academy under Article V, Paragraph B(2) that were initiated and administered by Choice Schools and which are to be expended during that school year. Gross revenue does not include any local revenue, currently classified under function codes 128 to 199 of the State of Michigan Chart of Accounts, and as may be amended or revised. Choice Schools’ annual fee shall be paid in twelve (12) monthly installments beginning in July of each school year. The exact day of the month that each monthly installment is to be paid will coincide with the timing of any state school aid payment from the State of Michigan to be received in that month. In months where no state school aid payments are to be received, the day of the month when that monthly installment will be due will be mutually agreed upon by the parties after taking into consideration available year-end funds and the timing of funds to be made available from state school aid anticipation notes or other sources.

All installments of the annual fee for the 2033-2034 school year shall be paid by June 30, 2034 if this Agreement is not extended beyond the scheduled termination date. The amount of the annual fee is subject to reduction in a mutually agreeable amount in any school year if extenuating circumstances make payment of the entire annual fee inappropriate.

D. Reasonable Compensation. The parties wish to satisfy the requirements of Rev. Proc. 97-13 so that the provision of Choice Schools’ services under this Agreement does not cause the Academy’s facilities to be treated as used in a private business use under Section 141(b) of the Internal Revenue Code of 1986, as amended. Choice Schools’ compensation under this Agreement is reasonable compensation for services rendered. Choice Schools’ compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the Academy.

E. Payment of Educational Program Costs. In addition to the Academy’s obligation to pay or reimburse Choice Schools Associates (“Choice Schools”) for the cost to employ Choice Schools employees under Article VI(b), (c), and (d), all costs reasonably incurred within Board-approved budget parameters to provide the Educational Program at the Academy shall be paid by the Academy. Such costs include, but are not limited to: curriculum materials; professional development and training; textbooks; library books; computers and other equipment; software (including student information, enrollment, and financial management systems); supplies utilized at the Academy for educational purposes; building payments; maintenance; utilities; capital improvements; graphic design and other specialized marketing services; special education appeals and state or federal civil rights complaints; budget preparation and financial management services; accounting and bookkeeping management; and implementation of a marketing, communication, and development plan. Marketing and development costs charged to the Academy shall be limited to those costs specific to the Academy’s program and shall not include any costs for the marketing, communication, or development of Choice Schools. If Choice Schools purchases products, software, or services used by multiple academies, the Academy shall be invoiced only for its proportional share. The Board shall pay or reimburse Choice Schools for

approved Educational Program fees and expenses, which shall be invoiced by Choice Schools and shall be due and payable upon receipt of proper documentation, consistent with the Board-approved budget. The Board may, at its option, advance funds to Choice Schools for operational expenses, provided that supporting documentation is submitted for Board ratification at its next regularly scheduled meeting. In paying costs on behalf of the Academy, Choice Schools shall not charge an added fee unless interest is incurred due to the Academy's late payment, in which case Choice Schools shall provide proper documentation of the interest incurred. Any costs reimbursed to Choice Schools that are determined by the independent audit not to be reasonably incurred on behalf of the Educational Program of the Academy shall be promptly returned to the Academy by Choice Schools. All such costs must directly support the delivery, administration, or compliance of the Academy's Educational Program, consistent with applicable law and the Board-approved budget.

F. Choice Schools Costs. The annual fee to be paid to Choice Schools set forth in Article V, Section C is intended to compensate Choice Schools for the personnel costs associated with the services it is required to provide under this Agreement, including but not limited to, expenses associated with individuals providing professional and curriculum development services, accounting services, clerical services, legal services for Choice Schools-related issues, management and budgeting services, and administrative services. Choice Schools will provide sufficient professional and non-professional staff in these areas, who shall be employed and compensated by Choice Schools.

The annual fee is intended to compensate Choice Schools for salaries, wages, benefits, and other employment-related costs incurred in providing the services described above. The annual fee does not include the cost of software, information systems, licenses, subscriptions, technology platforms, equipment, or other non-personnel resources, which shall be treated in accordance with Article V, Section E, and paid or reimbursed consistent with this Agreement and the Board-approved budget.

The annual fee does not include payments for Choice Schools' personnel provided pursuant to Article VI (D), (E), and (F), the cost of which will be reimbursed in accordance with Article VI (A), nor does it include legal services related to special education appeals and state or federal civil rights complaints, or Academy-related matters. No corporate costs or "central office" personnel costs of Choice Schools shall be charged to, or reimbursed by, the Academy.

G. Choice Schools Legal Services. The annual fee set forth in Article V, Section C is intended to compensate Choice Schools for routine legal fees it incurs to receive advice regarding the scope of its obligations under state and federal law to provide the administrative and financial services Choice Schools is required to provide under this Agreement. The annual fee does not cover non-routine legal services, including but not limited to the legal fees and costs associated with the appointment of special education hearing officers and the engagement of counsel to represent the Academy in legal or administrative proceedings, which are the responsibility of the Academy. The Board shall at all times retain the sole authority and discretion to engage independent legal counsel.

H. Other Public School Academies. The Academy acknowledges that Choice Schools has entered, or will enter into management agreements with other public school academies. Choice Schools shall separately account and provide written detail for reimbursable expenses incurred on behalf of the Academy and other public school academies, and only charge the Academy for expenses incurred on behalf of the Academy.

I. Financial Reporting. On not less than a monthly basis, Choice Schools shall provide the Board with a balance sheet, a written report detailing the status of the budget to actual revenues and a detailed schedule of expenditures at an object level for review and approval by the Board. This report shall explain any variances from the approved budget, changes in fund balance, and shall contain recommendations for necessary budget corrections. The foregoing presentation shall be in a form and format acceptable to the Board and shall be provided to Board members not less than three (3) business days prior to the Board meeting at which the information will be presented and discussed. The information shall also be included in the Board packets sent to Board members in preparation for the Board meeting. Choice Schools shall provide special reports as necessary to keep the Board informed of changing conditions. All finance and other records of Choice Schools related to the Academy will be made available to the Academy, the Academy's independent auditor and the Authorizer upon request.

J. Operational Reporting. At least once per year Choice Schools will provide the Board with comprehensive written reports detailing Academy operations, finances and student performance. In order to enable the Board to monitor Choice Schools' educational performance and the efficiency of its operation of the Academy, upon the request of the Board, Choice Schools will provide written reports to the Board on any topic of Academy activity or operations and which are consistent with this Agreement. These special reports will be provided in a timely fashion on a date mutually agreed to by Choice Schools and the Board. In addition to the quarterly operational reports, upon request by the Board, a member of the Choice Schools Executive Leadership Team will attend the regularly scheduled Board meetings to answer Board questions regarding the detailed quarterly operational report.

K. Audit Report Information. Choice Schools will make all of its financial and other records related to the Academy available to the Academy, the Academy's independent auditor, and the Authorizer Community College Charter Schools Office upon request.

L. Other Financial Relationships. Any lease, promissory notes or other negotiable instruments, lease-purchase agreements or other financing agreements between the Academy and Choice Schools shall be contained in a document separate from this Agreement and shall be separately approved by the Authorizer, and shall comply with all applicable law, the Contract issued by the Authorizer, and any applicable policies created by the Authorizer and/or the Authorizer's Charter Schools Office.

M. Access to Records. Choice Schools shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial, educational, and student records prepared by or in the possession of Choice Schools, and retain all of these records for a period as required by Bulletin 1022 of Michigan's Record Retention Schedule or applicable law, whichever period is the longest, from the close of the fiscal year to which such books, accounts

and records relate. Choice Schools shall further make information concerning the operation and management of the Academy, including but not limited to, information required to be kept by the Contract with the Authorizer, including all exhibits, schedules, and the like, available to the Academy as deemed necessary by the Board in order to enable the Academy to satisfy its obligations under the Contract with the Authorizer. Financial, educational, operational and student records that are now or may in the future come into the possession of Choice Schools remain Academy records and are required to be returned by Choice Schools to the Academy upon demand. Choice Schools and the Academy shall maintain the proper confidentiality of personnel, student and other records as required by law. Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. The financial, educational, operational and student records pertaining to the Academy are Academy property, and are public documents subject to disclosure in accordance with the provisions of the Michigan Freedom of Information Act, except for some data which may be contained in such records, which may be redacted or withheld as permitted by applicable law, which shall be specifically cited in the event of withholding or redaction. Such records must be stored, in physical form, on-site at the Academy's facility or be directly accessible at the Academy facility. Records pertaining to teacher and administrator certification, as well as a copy of the employee handbook shall be maintained physically on site or directly accessible at the Academy facility.

N. Access to Confidential Information. Choice Schools, and its respective officers, directors, employees and designated agents are each hereby authorized to serve as agents of the Academy having a legitimate educational interest in the Educational Program and its students for purposes of the Family Educational Rights and Privacy Act, 20 USC § 1232g *et seq.* ("FERPA"), such that they are jointly and severally entitled to access the educational records of the Educational Program for all purposes related to FERPA. The Academy agrees to define "school official" in the Academy's annual notification of rights under 20 USC § 1232g, 34 CFR § 99, FERPA to include a contractor who performs an institutional service or function for which the Academy would otherwise use its own employees, who is under the direct control of the Academy with respect to the use and maintenance of personally-identifiable information from education records, and who is subject to the requirements of 34 CFR § 99.33(a) governing the use and redisclosure of personally identifiable information from education records. The Board designates Choice Schools and certain of its employees and subcontractors as school officials of the Academy having a legitimate educational interest such that they are entitled to access to educational records under FERPA. Choice Schools and its employees and subcontractors agree to comply with FERPA and corresponding regulations applicable to school officials. Except as set forth in this paragraph or as expressly acknowledged in writing by the Board, no employee of Choice Schools shall be deemed to be an agent of the Academy. During the term of this Agreement, the Academy may disclose, and Choice Schools and its officers, directors, employees and designated agents may have access to, confidential information to the extent permitted by applicable law, including without limitation, the Family Educational Rights and Privacy Act, 20 USC § 1232g *et seq.* ("FERPA"), the Individuals with Disabilities Education Act ("IDEA"), 20 USC § 1401 *et seq.*, 34 CFR §§ 300.610-300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794a, 34 CFR § 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 *et seq.*; the Americans with Disabilities Act, 42 USC § 12101 *et seq.*; the Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC §§ 1320d-13200d-8; 45 CFR §§ 160, 162 and 164; and social security numbers, as protected by the federal Privacy Act of 1974, 5 USC § 552a; and the Michigan Social

Security Number Privacy Act, MCL 445.84. Choice Schools agrees that it shall comply with all applicable law regarding the safeguarding of the confidentiality of such information.

O. Representations Regarding Performance. Choice Schools and the Academy hereby certify the following representations with regard to its performance under this Agreement. These representations are deemed to be incorporated into the Agreement and binding upon the parties:

1. Choice Schools' compensation under this Agreement is reasonable and is not based, in whole or in part, on a share of the net profits and/or a share of the net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property.

2. This Agreement does not pass along to Choice Schools the burden of bearing any share of the net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property.

3. The term of this Agreement is not greater than 30 years or 80 percent of the useful life of the Academy's tax-exempt bond financed school facility (if shorter) including all renewal options (if applicable).

4. The Academy bears the risk of loss upon the disposition, damage or destruction of the Academy's property.

5. Choice Schools is not entitled to and will not take any federal tax position that is inconsistent with being a service provider under this Agreement to the Academy.

P. Governance. Further, with regard to governance:

1. None of the voting power of the governing body of the Academy is vested in the directors, officers, shareholders, partners, members and employees of the service provider, in the aggregate.

2. The governing body of the Academy does not include the chief executive officer of the service provider or the chairperson (or equivalent executive) of the service provider's governing body.

3. The chief executive officer of Choice Schools is not the chief executive officer of the Academy or any of the Academy's related parties (as defined in Treasury Regulation 1.150-1(b)).

Q. Relationship Between the Academy and Choice Schools. In interpreting this Agreement and the provision of services required pursuant to this Agreement, Choice Schools shall not have any role or relationship with the Academy that, in effect, substantially limits the Academy's ability to exercise its rights, including cancellation rights, under this Agreement. As required by the Academy's Articles of Incorporation and Bylaws, the Academy Board may not include any director, officer or employee of the management company that contracts with the

Academy. In furtherance of such restriction, it is agreed between the Academy and Choice Schools that none of the voting power of the governing body of the Academy will be vested in Choice Schools or its directors, members, managers, officers, shareholders and employees and the Academy and Choice Schools will not be related parties as defined in Treasury Regulation 1.150-1(b)(6).

ARTICLE VI

PERSONNEL AND TRAINING

A. Personnel Responsibility. Choice Schools is responsible for providing the Academy with a School Administrator and qualified administrative, teaching, food service, secretarial, maintenance and transportation staff to operate the Academy within the staffing levels approved by the Board in its annual budget. Choice Schools shall have the authority to recruit, select, evaluate, compensate, assign, discipline, transfer and terminate the employment of all individuals working at or for the Academy with the exception of the Board employees, if any, consistent with state and federal laws, rules and regulations and the provisions of this Agreement. With the exception of Board employees, if any, Choice Schools shall be the employer of all individuals working at or for the Academy and will be responsible for the payment of all costs attributable to these employees, including wages, salaries, fringe benefits, payroll taxes, social security contributions, unemployment costs, workers' compensation costs, and liability insurance costs. Choice Schools is responsible for paying employees leased to the Academy or working on Academy operations, irrespective of whether Choice Schools receives an advancement of its costs or the payment of services from the Academy. Unless required by applicable statute, court or administrative decision, or Attorney General's opinion, Choice Schools shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees. Choice Schools will provide the Board with a detailed listing of the actual wages, salaries, fringe benefits, social security contributions, unemployment costs, and workers' compensation costs for all employees of Choice Schools who will be assigned to provide services at the Academy. The Board will reimburse Choice Schools for the cost of the actual wages, salaries, fringe benefits, social security contributions, unemployment costs, and workers' compensation costs of employees assigned to the Academy not later than fourteen (14) business days before that compensation is due to the employees or to other entities to be paid to provide these benefits, provided that these costs are not higher than anticipated and approved in the annual budget. At its option, the Board may advance funds to Choice Schools for the cost of the wages, salaries, fringe benefits, social security contributions, unemployment costs, and workers' compensation costs of employees assigned to the Academy provided that documentation for the fees and expenses are provided for Board review at its next regularly scheduled Board meeting and are consistent with budget allocations. At the request of the Board, Choice Schools will provide payroll services for employees of the Board. Choice Schools will not assign any employee to work at the Academy who has not successfully completed a pre-employment background check (including statutorily required criminal history, criminal background and unprofessional conduct checks) consistent with Michigan State Police guidelines, credential verification, and a pre-employment physical if appropriate. Choice Schools will not place in the employment contracts with any of its employees assigned to work at the Academy any restrictions that would prevent the Academy from employing those individuals at the Academy or would

prevent those individuals from working for the Academy or for any other entity providing educational services to the Academy. Choice Schools agrees that any provision of an employment agreement with any of its employees that would be in violation of this provision is void and shall not be enforceable in any forum. Choice Schools will comply with the requirements of applicable law, including but not limited to section 1249 of the Code, MCL 380.1249, regarding the evaluation of its employees based in part upon data on student growth and the establishment of employee compensation levels that include job performance and job accomplishments as a significant factor. In the event that an employee hired by Choice Schools is retired under the Michigan Public School Employees Retirement Act, Choice Schools will comply with any applicable notice and reporting requirement.

B. Restrictive Covenants. Choice Schools will not place in the employment contracts with any of its employees assigned to work at the Academy any provisions that contain non-compete, no-hire or similar provisions prohibiting or restricting the Academy from hiring staff that performs work at the Academy or would prevent those individuals from working for the Academy or for any other entity providing educational services to the Academy. Choice Schools agrees that any provision of an employment agreement with any of its employees that would be in violation of this provision is void and shall not be enforceable in any forum.

C. Evaluation. Choice Schools shall comply with the requirements of applicable law, including but not limited to Section 1249 of the Code, MCL 380.1249, regarding the evaluation of its employees based in part upon data on student growth and the establishment of employee compensation levels that include job performance and job accomplishments as a significant factor. In the event that an employee hired by Choice Schools is retired under the Michigan Public School Employees Retirement Act, Choice Schools will comply with any applicable notice and reporting requirement. Choice Schools agrees that it will adopt, implement, and maintain a performance evaluation system for all required personnel as required by the Contract and applicable law.

D. School Administrators. Choice Schools shall provide the Academy with School Administrators who shall be responsible for the daily operational control of the Academy and to make recommendations to Choice Schools regarding employees to be assigned to the Academy. Choice Schools will have the authority, consistent with state law, to select and supervise the School Administrators and to hold that individual accountable for the success of the Academy. Choice Schools shall have the sole responsibility and authority to hire the School Administrators; however, the Board President may provide reasonable feedback to Choice Schools in regard to the credentials or education experience of the final candidate. The School Administrators shall be employees of Choice Schools. At the request of the Board, Choice Schools will review the performance of the School Administrators with the Board. Upon receipt of written notification indicating that the Board is not satisfied with the performance of a School Administrator, Choice Schools will provide a replacement School Administrator if the performance problems are not resolved. The Board may reimburse Choice Schools for three (3) months of the School Administrator's salary and fringe benefits upon request by Choice Schools. The employment contract with the School Administrators, and the duties and compensation of the School Administrators shall be determined by Choice Schools, but that individual must be assigned on a full-time basis to the Academy and may not be providing services to any other school or Academy without the prior approval of the Board. If Choice Schools chooses to execute a contract with a

School Administrator that has a term longer than one year, the Board reserves the right to request that the School Administrator be placed elsewhere by Choice Schools if the Board is dissatisfied with that individual's performance at the end of any school year and will be considered a non-renewal rather than a termination for purposes of this Agreement.

E. Teachers. As part of the annual budgeting process, Choice Schools shall make a recommendation to the Board regarding the number of teachers required for the operation of the Academy pursuant to the Contract and applicable law. Choice Schools shall provide the Academy with such teachers, qualified in the grade levels and subjects, as are required by the Academy. The curriculum taught by such teachers shall be the curriculum prescribed in the Contract. Such teachers may, in the discretion of Choice Schools, work at the Academy on a full or part-time basis. If assigned to the Academy on a part-time basis, such teachers may also work at other schools operated by Choice Schools. Each teacher assigned to or retained by the Academy shall be a highly qualified teacher with a valid teaching certificate issued by the state board of education under the Code, to the extent required under the Code and the Every Student Succeeds Act of 2015 ("ESSA") or other applicable law. If Choice Schools chooses to execute contracts with teaching staff that have a term of longer than one year, the Board reserves the right to request that teachers be placed elsewhere by Choice Schools if the Board is dissatisfied with their performance at the end of any school year. Teachers employed by Choice Schools shall not be considered teachers for purposes of continuing tenure under MCL Section 38.71 *et seq.*

F. Support Staff. As part of the annual budgeting process, Choice Schools shall make a recommendation to the Board regarding the number of support staff required for the operation of the Academy pursuant to the Contract. Choice Schools shall provide the Academy with such support staff, qualified in the areas required, as are required by the Academy. Such support staff may, in the discretion of Choice Schools, work at the Academy on a full or part-time basis. If assigned to the Academy on a part-time basis, such support staff may also work at other schools operated by Choice Schools. Each support staff employee assigned to or retained by the Academy shall have received the training and hold the certificates, degrees or licenses legally required for the position to which they are assigned under the Code and the Every Student Success Act of 2015 or other applicable law. If Choice Schools chooses to execute contracts with support staff that have a term of longer than one year, the Board reserves the right to request that the support staff be placed elsewhere by Choice Schools if the Board is dissatisfied with their performance at the end of any school year; however, Choice Schools has the sole discretion whether to reassign any support staff from the Academy.

G. Training. Choice Schools shall provide training to the School Administrators, teachers and paraprofessionals on a regular and continuing basis and shall ensure that they receive all training required by law and the policies of the Board. The School Administrators, teachers, paraprofessionals and other support staff employees shall receive such other training as Choice Schools determines is reasonable and necessary under the circumstances within the Board-approved budget.

H. No Tenure Under Teachers' Tenure Act. None of the teachers, School Administrator, administrators or staff employed, retained or contracted by Choice Schools shall be considered employees or teachers of the Academy for purposes of tenure or continuing tenure

under the Teachers' Tenure Act, MCL 38. 71 *et seq.* Nor shall any of Choice Schools' or its contracted teachers, School Administrator, administrators or staff be entitled to administer tenure under the Code.

I. Criminal Background Checks. Choice Schools agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement except as permitted under Sections 1230, 1230a, 1230b and related provisions of the Code pertaining to criminal background and criminal conduct checks. Choice Schools shall perform or cause to be performed all criminal and unprofessional conduct checks required by law to be performed with fidelity.

J. Unprofessional Conduct Checks. Choice Schools agrees that it will conduct unprofessional conduct checks, in accordance with MCL 380.1230b before hiring an employee assigned to work at or for the Academy.

ARTICLE VII

TERMINATION OF AGREEMENT

A. Termination. Any termination of the Agreement for cause or without cause shall not take effect until the earlier of (i) an approved agreement by the Academy with another Educational Service Provider ("ESP") (or self-management) is in effect; or (ii) the end of the current school year in which the termination is invoked. A change in ESP (or a decision to self-manage) in mid school year is strongly discouraged and will be disapproved by the Authorizer Charter Schools Office absent compelling circumstances and a clear demonstration that the new ESP (or transition to self-management) can seamlessly assume management and operations of the school without disrupting the school's operations. If a breach cannot be remedied, the Academy Board and Choice Schools agree to work cooperatively to transition management and operations of the Academy without disrupting the Academy's operations.

B. Termination by the Academy for Cause. This Agreement may be terminated by the Academy for cause prior to the end of the term specified in Article II in the event that Choice Schools should fail to remedy a material breach within a period reasonable under the circumstances, which in no event shall be longer than sixty (60) days after notice from the Academy. A material breach is a failure by Choice Schools to carry out its responsibilities under this Agreement and may include, but is not limited to, (1) failure to account for its expenditures or to pay operating costs (providing funds are available to do so), (2) failure to follow policies or procedures duly adopted by the Board, (3) failure to follow the Educational Program, (4) a violation of the Contract or of applicable law, or (5) any action or inaction by Choice Schools that is not cured within 60 days of notice thereof which causes the Contract to be revoked, terminated, suspended or which causes the Contract to be put in jeopardy of revocation, suspension or termination by the University Board. In order to terminate this Agreement for cause, the Board is required to provide Choice Schools with written notification of the facts it considers to constitute material breach and the period of time within which Choice Schools has to remedy this breach not to exceed sixty (60) days. After the period to remedy the material breach has expired, the Board may terminate this Agreement by providing Choice Schools with written notification of

termination. The Academy and Choice Schools will make every effort necessary to remedy a breach of this Agreement in order to continue school operations until completion of the then-current school fiscal year.

C. Termination by Choice Schools for Cause. This Agreement may be terminated by Choice Schools for cause prior to the end of the term specified in Article II in the event the Academy fails to remedy a material breach within a period reasonable under the circumstances, which in no event shall be longer than sixty (60) days after notice from Choice Schools. A material breach is a failure by the Academy to carry out its responsibilities under this Agreement and may include, but is not limited to, (1) a failure to make timely payments to Choice Schools as required by this Agreement, (2) a failure to give consideration to the recommendations of Choice Schools regarding the operation of the Academy, (3) a violation of the Contract or of applicable law, or (4) any action or inaction by the Academy that places the Contract in jeopardy of suspension, revocation, reconstitution or termination. In order to terminate this Agreement for cause, Choice Schools is required to provide the Board with written notification of the facts it considers to constitute material breach and the period of time within which the Academy has to remedy this breach not to exceed sixty (60) days. After the period to remedy the material breach has expired, Choice Schools may terminate this Agreement by providing the Board with written notification of termination. The Academy and Choice Schools will make every effort necessary to remedy a breach of this Agreement in order to continue school operations until completion of the then-current school fiscal year.

D. Termination by Either Party Without Cause. If Choice Schools and the Board are unable to agree on Educational Programs, curriculum, educational policies, or school operations that affect the Academy in a significant way, or if the parties are unable to agree upon the reduction of that annual fee in any school year if extenuating circumstances make payment of the entire annual fee inappropriate, either party may elect to terminate this Agreement, subject to Section A of this Article VII, provided that the terminating party gives the other party written notification of termination at least sixty (60) calendar days prior to the termination date.

E. Action or Inaction By Choice Schools – Revocation, Termination, or Suspension of the Agreement. Any action or inaction by Choice Schools that causes the Contract to be revoked, terminated or suspended, or which results in the Academy receiving official notification from the Authorizer, the 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 of the Agreement, which shall be grounds for termination of this Agreement. This Agreement may be terminated if directed by the Authorizer as part of the process of reconstitution, as provided by the Revised School Code.

F. Change in Law. If any federal, state or local law or regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiation of the Agreement; and if the parties are unable or unwilling to renegotiate the terms within 90 calendar days after the notice, the party requesting the renegotiation may terminate this Agreement on 30 calendar days further written notice, subject to Section A of this Article VII.

G. Rights to Property Upon Termination. Upon termination of this Agreement all property (real or personal), equipment, materials and supplies whether purchased by the Academy or by Choice Schools with state school aid funds, funds under Article V, Section C or other funds secured by or for the Academy, shall remain the exclusive property of the Academy. Choice Schools shall have the right to reclaim any usable property or equipment (e.g., including, but not limited to, desks, computers, copying machines, fax machines, telephones) that was purchased by Choice Schools with Choice Schools' funds, excluding any such property or equipment that was funded by the Academy specifically for the Academy. Fixtures and building alterations shall become the property of the Academy.

H. Mid-Year Transition. The Academy and Choice Schools agree that mid-year terminations should be avoided if possible and endeavor to take reasonable efforts necessary to remedy a breach of this Agreement in order to continue school operations until completion of the then-current school fiscal year. If a breach cannot be remedied, the Board and Choice Schools agree to work cooperatively to transition management and operations of the Academy without disrupting the Academy's operations. Choice Schools shall perform this transition as described under Article VII, Section J. based upon completion of the then-current school period. In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, Choice shall provide the Academy reasonable assistance for up to 90 calendar days after the effective date of the termination to allow a transition back to a regular school program or to another education service provider.

I. Amendment Caused By Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Michigan Department of Education under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and the Contract, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and Choice Schools shall have no recourse against the Academy or the Authorizer for implementing such site closure or reconstitution.

J. End of Agreement Transition. Upon termination or expiration of this Agreement, or if this Agreement is terminated due to a Contract revocation, reconstitution, or termination or non-renewal, Choice Schools shall, without additional charge: (i) close the financial records on the then-current school fiscal year which includes, but is not limited to, the completion and submission of the annual financial audit, state and federal grant reporting and all other associated reporting required within the required timelines established by the appropriate local, state or federal authority; (ii) organize and prepare Academy records for transition to the new educational services provider, self-management or dissolution; (iii) provide the Academy with an updated fixed asset schedule showing all property owned by the Academy; (iv) provide an updated list of outstanding vendor invoices with total amounts owed, including the total outstanding owed by the Academy to Choice Schools, if any; (v) the amount owed by Choice Schools to the Academy, if any; (vi) organize and prepare student records for transition to the new educational services provider, self-management or in the case of a school closure, transfer to a student's new school as designated by the student's parent / legal guardian or to a person or entity authorized to hold such records; (vii)

ensure the closeout of existing grants and the transfer of grant funded property to Academy, if applicable; (viii) provide for the orderly transition of employee compensation and benefits to the new educational services provider or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by Choice Schools to the Academy; (ix) organize and prepare the Academy's records, both electronic and hard-copy, for transition to the new educational services provider, self-management or dissolution; and (x) provide for the orderly transition to the new educational services provider, self-management or dissolution of all Academy-owned assets including, but not limited to, furniture, fixtures, equipment and real estate. This includes any keys, log-in information and passwords related to any Academy asset.

ARTICLE VIII

PROPRIETARY INFORMATION

A. Choice Schools Proprietary Information and Academy's Rights of Use. Choice Schools shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed by Choice Schools, its employees, agents or subcontractors, or by any individual working for or supervised by Choice Schools, that were paid for by Choice Schools with Choice Schools funds. The Academy shall have an ongoing right to use, at no cost, all such materials in use as of the termination of this Agreement. All Choice Schools' educational materials and teaching techniques used by the Academy are subject to disclosure under the Revised School Code and the Freedom of Information Act.

B. Academy Proprietary Information and Choice Schools' Rights of Use. The Academy shall own all copyright and other proprietary rights to all instructional and educational materials, training materials, curriculum and lesson plans, and any other materials (i) developed exclusively by staff working at the Academy; (ii) both directly developed and paid for by the Academy; or (iii) developed by Choice Schools, at the direction of the Board with Academy funds. Choice Schools shall have an ongoing right to use, at no cost, all such materials developed during the term of this Agreement.

C. Required Disclosure. The Academy shall be permitted to report any new teaching techniques or methods of significant revisions to known teaching techniques or methods to the Authorizer, Macomb ISD and to the State Board of Education, which teaching techniques or methods may thereafter be made available to the public, as provided in Section 505(3) of the Code, notwithstanding anything contained in this Article VIII to the contrary. Any educational materials and teaching techniques developed by Choice Schools and/or used by the Academy are subject to disclosure under the Code and the Freedom of Information Act.

D. Marks. The Academy and Choice Schools shall provide written notice to the other party regarding the existence of any trademarks, service marks, mascot, or other identifying symbols that they consider to be proprietary in nature. Execution of the Agreement satisfies this notice requirement as to each party's name and the Academy's logo. The Academy and Choice Schools agree not to use Marks of the other party without the prior written approval. The Parties

agree not to use any trademark, service mark, mascot, or other identifying symbol (“Marks”) of the other party, except as provided in this Agreement, without prior written approval of that party.

ARTICLE IX

INDEMNIFICATION

A. Indemnification of Choice Schools. To the extent permitted by law, the Academy shall indemnify and hold Choice Schools (which term for purposes of this Paragraph A, includes Choice Schools’ officers, directors, and employees) harmless against any and all claims, demands, suits, or other forms of liability (including reasonable attorney fees and costs) that may arise out of, or by reason of, any noncompliance by the Academy (its officers, directors, and employees) with any agreements, covenants, warranties, or undertakings of the Board (its officers, directors, and employees) contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Board contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse Choice Schools for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts reasonably acceptable to Choice Schools.

B. Limitations of Liabilities. The Academy may assert or not assert, waive or not waive, all immunities and statutory limitations of liability in connection with any claims arising under this Agreement.

C. Indemnification of the Academy. To the extent permitted by law, Choice Schools shall indemnify and hold the Academy (which term for purposes of this Paragraph C, includes the Board and its officers, directors, agents and employees) harmless against any and all claims, demands, suits, or other forms of liability (including reasonable attorney fees and costs) that may arise out of, or by reason of, any noncompliance by Choice Schools with any agreements, covenants, warranties, or undertakings of Choice Schools contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of Choice Schools contained in or made pursuant to this Agreement. In addition, Choice Schools shall reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts reasonably acceptable to the Academy.

D. Indemnification for Negligence. To the extent permitted by law, the Academy shall indemnify and hold harmless Choice Schools, and Choice Schools’ Board of Directors, officers, employees, agents and representatives, from any and all claims and liabilities which Choice Schools may incur and which arise out of the negligence of the Academy directors, officers, employees, agents or representatives. To the extent permitted by law, Choice Schools shall indemnify and hold harmless the Academy, and the Academy’s Board of Directors, officers, employees, agents or representatives, from any and all claims and liabilities which the Academy may incur and which arise out of the negligence of Choice Schools’ directors, officers, employees, agents or representatives. Nothing contained herein shall be deemed to be a waiver by the Academy

of its right to assert the privilege of governmental immunity or any other affirmative defenses provided by law.

E. Indemnification of Bay Mills Community College. The parties acknowledge and agree that the Bay Mills Community College Board of Regents, Bay Mills Community College and its respective members, officers, employees, agents or representatives (all collectively referred to as “Bay Mills Community College”) are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, Choice Schools hereby promise to indemnify, defend, and hold harmless Bay Mills Community College against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses, imposed upon or incurred by Bay Mills Community College 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 Bay Mills Community College, which arise out of or are in any manner connected with Bay Mills Community College Board of Regents’ approval of the Academy’s application, Bay Mills Community College Board of Regents’ consideration of or issuance of a Contract, Choice Schools’ preparation for and operation of the Academy, or which are incurred as a result of the reliance by Bay Mills Community College upon information supplied by Choice Schools, or which arise out of the failure of Choice Schools to perform its obligations under the Contract, the Agreement or Applicable Law, as applicable. The parties expressly acknowledge and agree that Bay Mills Community College, Bay Mills Community College Board of Regents and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against Choice Schools to enforce its rights as set forth in this Agreement.

ARTICLE X

INSURANCE

A. Insurance of the Academy. The Academy shall purchase its own insurance policy and shall secure and maintain such policies of insurance as required by the Michigan Universities Self Insurance Corporation (“M.U.S.I.C.”). This coverage shall include the building and related capital facilities if they are the property of the Academy. The Academy shall maintain such insurance in an amount and on such terms as required by the provisions of the Contract, including the indemnification of Choice Schools required by this Agreement. The Academy shall, upon request, present evidence to Choice Schools that it maintains the requisite insurance in compliance with the provisions of this paragraph. Choice Schools shall comply with any information or reporting requirements applicable to the Academy under the Academy’s policy with its insurer(s), to the extent practicable.

B. Insurance of Choice Schools. Choice Schools shall secure and maintain such policies of insurance as required by the Contract and M.U.S.I.C. In the event the University or M.U.S.I.C. requests any change in coverage by Choice Schools, Choice Schools agrees to comply with the change in the type or amount, as requested, within thirty (30) days after notice of the insurance coverage change. Choice Schools’ insurance is separate from and in addition to the insurance the Academy Board is required to obtain under the Contract. Choice Schools shall, upon

request, present evidence to the Academy and the Authorizer that it maintains the requisite insurance in compliance with the provisions of this paragraph. The Academy shall comply with any information or reporting requirements applicable to Choice Schools under Choice Schools' policy with its insurer(s), to the extent practicable. Choice Schools' cost of procuring insurance under the Agreement is a corporate cost to be paid by Choice Schools.

C. Workers' Compensation Insurance. Each party shall maintain workers' compensation insurance when and as required by law, covering their respective employees.

ARTICLE XI

MISCELLANEOUS

A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and Choice Schools on the subject matter hereof.

B. Force Majeure. Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, pandemic, infectious disease or any other casualty, or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

C. Notices. All notices, demands, request, consents under this Agreement shall be in writing and shall be delivered to each party both by email and by regular mail or overnight courier service, and shall be effective when received by the parties or three (3) days after being mailed to the parties at their respective addresses set forth below, or at such other address as may be furnished by a party to the other party. Each party agrees to additionally provide all notices by email at the email address listed below or the then-current email address for the Academy Board President as retained by Choice Schools in its records. All notices, request, consents, demands and other communications shall be addressed as follows:

If to Choice Schools:

Choice Schools Associates
Attn: Sarah Wildey
5251 Clyde Park Ave SW
Wyoming, MI 49509
Email: sarahwildey@choiceschools.com.

If to Academy: Invictus Classical Academy
Attn: Board President
29500 Westbrook Ave
Warren, MI 48092
Email: to email address on record at Choice Schools
for the then-current Board President

A courtesy copy of the notice shall also be provided to the legal counsel of the party to be served, if known.

For Academy: Kirk, Huth, Lange, & Badalamenti, PLC
Attn: Joseph B. Urban
19500 Hall Road, Suite 100
Clinton Township, MI 48038
jurban@kirkhuthlaw.com

D. Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement.

E. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

F. Entire Agreement. This Agreement is the entire agreement between the parties relating to the services provided, and the compensation for such services, by the parties. Any modification to this Agreement must be made in writing, approved by the Board and Choice Schools, and signed by a duly authorized officer. In addition, any modification of or amendment to this Agreement must comply with the Contract and any applicable policies of the Authorizer. The Board must also secure the non-disapproval of the Authorizer before any modification to this Agreement can become effective.

G. Non-Waiver. No failure of a party in exercising any right, power or privilege under this Agreement shall affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.

H. Assignment. Choice Schools may assign this Agreement only with the prior written approval of the Board and the Authorizer's non-disapproval.

I. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the state of Michigan.

J. Delegation of Authority. Nothing in this Agreement shall be construed as delegating to Choice Schools any of the powers or authority of the Board that are not subject to delegation by the Board under Michigan law or the Contract.

K. Compliance with Law. The parties agree to comply with all applicable laws and regulations.

L. Warranties and Representations. The Academy and Choice Schools each represent (1) that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, (2) that its actions have been duly and validly authorized, and (3) that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement. The individuals signing this Agreement represent that they have the authority to do so on behalf of the Academy.

M. Dispute Resolution Procedure. Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement that are unable to be resolved through discussion and negotiation shall be resolved by arbitration, and such an arbitration procedure shall be the sole and exclusive remedy for such matters. The arbitrator shall be selected from a panel provided by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and the arbitrator unanimously accept. Any arbitration hearing shall be conducted in Grand Rapids, Michigan. The arbitrator shall be required to issue a cause opinion with a written explanation as to the final decision. This cause opinion shall be made available to the Authorizer or the Authorizers Charter Schools Office upon request. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction to ensure compliance with the applicable law and this Agreement. The cost of arbitration, not including attorney fees, shall be paid by the losing party. It shall be in the discretion of the arbitration panel to award reasonable attorney fees to the prevailing party, to be paid if awarded by the losing party.

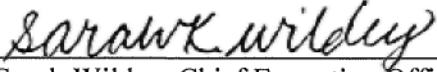
N. Modification to Conform to Changed the Authorizer Policies. The parties intend that this Agreement shall comply with Authorizer's Educational Service Provider Policies, as the same may be changed from time to time. In the event that changes in the Authorizer's Educational Service Provider Policies implemented after the date of execution of this Agreement cause any provision of this Agreement to be in conflict the revised Policies, the parties agree to amend this Agreement to eliminate the conflict within thirty (30) days after being advised of such conflict.

O. No Third-Party Beneficiaries. Except as expressly provided in this Agreement with regard to the Authorizer, no person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

The parties have executed this Agreement as of the day and year first above written.

CHOICE SCHOOLS ASSOCIATES, L.L.C.

INVICTUS CLASSICAL ACADEMY

By 
Sarah Wildey, Chief Executive Officer

By 
President, Board of Directors

Date 6-23-2026

Date 6-22-2026

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

Physical Plant

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Physical Plant Description	6-1
Floor Plan.....	6-3
Certificate of Occupancy	6-5
Lease	6-6

SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

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).

2. The address and a description of the proposed physical plant (the “Proposed Site”) of Frontier International Academy (“Academy”) is as follows:

Address: 29500 Westbrook Ave.
Warren, MI 48092

Description: The facility includes a one story building with approximately 77,685 Square feet. The leased space includes 26 classrooms, 10 offices, 8 bathrooms, a multi-purpose room/cafeteria, kitchen, STEM lab room, technology room, conference room, server room, two storage rooms and a playground.

Term of Use: Term of Contract.

Configuration of Grade Levels: K – 8th

Name of School District and Intermediate School District:

Local: Warren Consolidated Schools
ISD: Macomb Intermediate School District

3. It is acknowledged and agreed that the following information about this Proposed Site is provided on the following pages, or must be provided to the satisfaction of the College Board, before the Academy may operate as a public school in this state.

- A. Size of building
- B. Floor Plan
- C. Description of Rooms
- D. Copy of lease or purchase agreement

4. In addition, the Academy and the College Board hereby acknowledge and agree that this Contract is being issued to the Academy with the understanding that the Academy cannot conduct classes as a public school academy in this state until it has obtained the necessary fire, health and safety approvals for the above-described proposed physical facility. These approvals must be provided and be acceptable to the College Board or its designee prior to the Academy operating as a public school. In cases of disagreement, the Academy may not begin operations without the consent of the College Board.

5. If the Proposed Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the College Board must be

amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical facilities. The Academy must submit to the College Board or its designee complete information about the new site to be actually used. This information includes that described in paragraphs 2, 3 and 4 of this Schedule 6. It is acknowledged and agreed that the public school academy cannot conduct classes as a public school in this state until it has submitted all the information described above, to the satisfaction of the College, and the amendment regarding the new site has been executed.

6. The Academy agrees to comply with the single site restrictions contained in this Schedule 6 for the configuration of grade levels identified at the site. Any change in the configuration of grade levels at the site requires an amendment to this Schedule 6 pursuant to Article IX of the Terms and Conditions of Contract set forth above.



George D. Bruggeman,
Director
Division of Buildings and
Safety Engineering

STATE OF MICHIGAN
COUNTY OF MACOMB
CITY OF WARREN

No 32426

Certificate of Occupancy

This is to certify that the owner and builder of the structure built under Permit Number 11639 issued by The Division of Buildings and Safety Engineering, having complied with the requirements of the ordinance, permission is hereby granted to occupy the said premises as set forth in the corresponding application under which the Building Permit was granted, so far as completed.

☒ Completed Structure
☐ Incomplete or Shell

☐ Conditional Permit
Subject to the Conditions, Restrictions or Limitations on back hereof.

Location 29500 WESTERHOLM

IMMACULATE CONCEPTION UKRAINIAN
ELEMENTARY CHURCH SCHOOL

Signed at Warren, Michigan February 22 1985

George Parker
GEORGE PARKER Inspector

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 Part 6A of the Revised School Code (“Code”). The required information for the Academy is contained in this Schedule 7.

- Section a. Governance Structure. The governance structure of the Academy is set forth in Section a of this Schedule.
- Section b. Educational Goals. The educational goals of the Academy are set forth in Section b of this Schedule.
- Section c. Educational Programs. The educational programs of the Academy are set forth in Section c of this Schedule.
- Section d. Curriculum. The curriculum of the Academy is set forth in Section d of this Schedule.
- Section e. Methods of Pupil Assessment. The methods of pupil assessment of the Academy are set forth in Section e of this Schedule.
- Section f. Application and Enrollment of Students. The application and enrollment of students criteria of the Academy are set forth in Section f of this Schedule.
- Section g. School Calendar and School Day Schedule. The school calendar and school day schedule procedures are set forth in Section g of this Schedule.
- Section h. Age or Grade Range of Pupils. The age or grade range of pupils to be enrolled by the Academy are set forth in Section h of this Schedule.

SECTION A
GOVERNANCE STRUCTURE

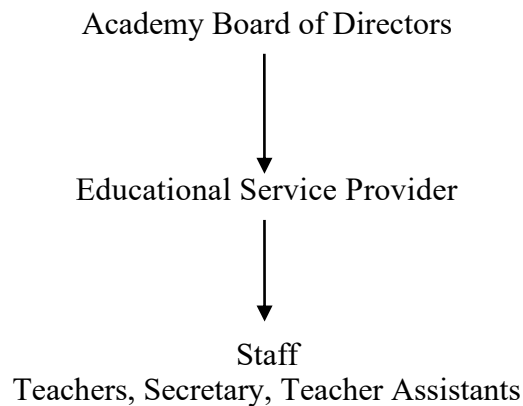
Schedule 7a

Governance Structure

The College 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 its contract and the applicable laws. The Bylaws further describe the Academy Board's governance structure.

The Academy is incorporated as a non-stock, directorship nonprofit corporation. The College Board establishes the initial number of board members to be five (5). The Academy Board shall have at least five, but no more than 9 members, as determined by the College Board. The College Board shall select the members of the Academy Board according to the terms and conditions set forth by the College Board. The names of the initial Academy Board members and their terms of office are contained in the Resolution. The selection of subsequent Academy Board members will be administered according to the Bylaws.

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. A copy of the Academy's organizational chart is set forth below.



The Invictus Classical Academy Board of Directors currently consists of 5 members. The Bay Mills Community College Board of Trustees appointed each of the following individuals as Academy Board members. The term of office for each individual was decided by resolution of the Academy Board.

Nominations and appointments of subsequent Academy Board members shall be made in accordance with this Contract. Vacancies in office shall be determined and filled pursuant to the provisions set forth in the Bylaws. The current Academy Board members are as follows:

Name	Term Expiration
George Stasiw, President	6/30/2029
Bogdan Boyko, Vice President	6/30/2027
(Katherine) Luba Sawka, Secretary	6/30/2028
Tara Synowiec, Treasurer	6/30/2028
Ivanna Muravytskyy, Director	6/30/2029

SECTION B

EDUCATIONAL GOALS

Pursuant to Applicable Law and Terms and Conditions Article VI, Section 6.2, the Academy shall achieve or demonstrate measurable progress for all groups of pupils toward the achievement of the educational goal identified in this Schedule 7b. Upon request, the Academy shall provide the Charter Schools Office with a written report, along with supporting data, assessing the Academy's progress toward achieving this goal. In addition, the College Board expects the Academy will meet the State of Michigan's accreditation standards pursuant to state and federal law.

Educational Goal to be Achieved:

Prepare students academically for success in college, work, and life.

To determine whether the Academy is achieving or demonstrating measurable progress toward the achievement of this goal, CSO will annually assess the Academy's performance using the following measures:

Measure 1: Student Achievement

The academic achievement of all students grades 2-8 will be assessed using the following metrics and achievement targets.

GRADES	METRICS	ACHIEVEMENT TARGETS
Grades 2-8 NWEA	The average grade-level scores in reading and math as measured by the Measure of Academic Progress (MAP) by NWEA	Students enrolled for three* or more years will on average achieve scores equal to or greater than the grade-level reading and math college readiness achievement targets identified in this schedule.
Grade 3-8 State Accountability Test (M-STEP and PSAT at Contract start date)	Percentage of students proficient on State Accountability Test	Students enrolled for three* or more years will on average achieve scores equal to or greater than proficiency score identified by the State.

*If the cohort of students enrolled for three or more years is not sufficient in size to conduct a valid analysis, the cohort of students enrolled for two or more years will be used.

Measure 2: Student Growth

The academic growth of all students in grades 2 through 8 at the Academy will be assessed using the following metrics and growth targets:

Grades	Metrics	Growth Targets
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Grades 2-8 (NWEA Test must be administered in fall and in spring)	Growth made by students from fall-to-spring in reading and math as measured by growth targets set for each student on the Measure of Academic Progress by NWEA	Students will on average achieve fall-to-spring academic growth targets for reading and math as set for each student on the Measure of Academic Progress by NWEA.
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*The measure of student growth is the most important, but not the only factor the College Board considers when determining whether the Academy is “demonstrating measurable progress” toward the contractual goal of preparing students academically for success in college, work, and life. Some of the other factors considered are: the Academy’s comparative position within state accountability reports, required state test proficiency rates compared to surrounding district’s state test proficiency rates, the trend in the number of students reaching growth targets and achievement targets over the Contract term.

NWEA Achievement Targets

Grade	NWEA Reading End-of-Year Target	NWEA Math End-of-Year Target
2	185.57	189.42
3	197.12	201.08
4	204.83	210.51
5	210.98	218.75
6	215.36	222.88
7	218.36	226.73
8	221.66	230.30

SECTION C

EDUCATIONAL PROGRAMS

Curriculum and Instructional Framework

Invictus Classical Academy will implement a classical liberal arts curriculum that is coherent, content-rich, and sequential across all grade levels. The curriculum is designed to cultivate literate, thoughtful, and disciplined students who can reason clearly, communicate effectively, and act with virtue. Instruction across the humanities, sciences, mathematics, and fine arts will develop foundational knowledge in the early grades and transition students toward analysis, expression, and independent reasoning as they mature.

As the Academy transitions to a classical public charter academy, it will maintain its heritage, including the integration of Ukrainian language and culture studies, while ensuring full alignment with Michigan Academic Standards.

To ensure long-term academic excellence and operational stability, the Academy will implement a phased, multi-year curriculum. During this transition, the Academy will utilize a mix of its established core curricular resources and newly adopted classical programs. The school's leadership, in consultation with faculty and management partners, will periodically review and select educational programs that best align with classical principles and state standards. Final curriculum models considered may include recognized classical frameworks, content-rich sequences, and research-based methods suited for a K-8 model.

Instructional Methodology

Instruction at the Academy will follow a classical approach grounded in explicit teaching, guided practice, structured recitation, and increasingly sophisticated discussion. Core tenets of the Academy's instructional delivery include:

- Foundational Literacy & Numeracy: A rigorous emphasis on systematic, synthetic phonics grounded in the Science of Reading, alongside a conceptual, multi-sensory approach to mathematical skill building that moves students from concrete understanding to abstract problem-solving.
- Classical Elements: The deliberate integration of explicit English grammar instruction, cursive writing, and content-rich studies that emphasize virtue and disciplined thinking.
- Pedagogical Progression: Primary instructional strategies in the earlier grades will be teacher-directed (utilizing lectures, storytelling, read-alouds, and modeled inquiry). As students develop greater linguistic and intellectual facility, instruction will increasingly utilize the Socratic method and student-led discussion to foster critical thinking and analytical expression.

Student Support, Differentiation, and Special Populations

Invictus Classical Academy is committed to serving all students through an inclusive and supportive educational environment. The Academy will provide differentiated instruction within the general education classroom, through flexible scheduling blocks, and with targeted accommodations.

- Acceleration: For students capable of performing above grade level, the Academy will provide opportunities for academic acceleration, including, but not limited to, advanced mathematical pathways, supplemental literature, and enriched content-area studies.
- Special Populations: Students with Individualized Education Programs (IEPs) or Section 504 plans will receive all accommodations, modifications, and specialized instruction outlined in their respective plans, in strict compliance with the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act, and all applicable state and federal laws.
- English Language Learners: The Academy will fully comply with all state and federal mandates regarding the identification, placement, and annual assessment of English Learners. This includes administering the state-approved Home Language Survey upon enrollment, executing required English language proficiency screening (such as the WIDA assessment framework) within mandated timelines, and participating in annual state English language proficiency assessments to measure student growth and determine program exit eligibility.

Assessment and Accountability

The Academy will fully participate in all state-mandated testing and accountability assessments as required by Michigan statute. To supplement state data, the Academy will use valid, research-based internal assessment tools, including literacy screeners, diagnostic reading assessments, and interim growth measures, to monitor student progress, inform instructional decisions, and implement targeted interventions for students who are not meeting growth milestones.

Aggregate and individual student achievement data will be analyzed from multiple demographic and academic perspectives to maximize learning outcomes. The Academy will regularly communicate student progress and school-wide achievement findings to parents, faculty, and the Board of Directors to foster community ownership and institutional accountability.

SECTION D
CURRICULUM

CURRICULUM
TO BE UPLOADED SEPARATELY

SECTION E

METHODS OF PUPIL ASSESSMENT

Methods of Pupil Assessment

Invictus Classical Academy – Grades K–8

Assessing overall school achievement at Invictus Classical Academy will include multiple measures designed to evaluate student performance, monitor growth, and ensure alignment with Michigan State Standards. The Academy will implement a balanced assessment system that includes statewide assessments, benchmark assessments, and classroom-based measures to inform instruction and support continuous improvement.

Statewide Assessment (M-STEP – Grades 3–8)

Invictus Classical Academy will participate in the Michigan Student Test of Educational Progress (M-STEP) to assess student achievement in English language arts, mathematics, science, and social studies, as applicable. M-STEP results will be used to compare student performance with peers across the state and to evaluate overall school effectiveness.

Benchmark and Growth Assessment (NWEA MAP – Grades K–8)

The Academy will administer NWEA MAP, a computer-adaptive assessment, to measure student growth and proficiency in reading and mathematics. NWEA MAP data will be used as a benchmark indicator of progress toward state standards and as a predictor of M-STEP performance. The assessment will be administered at least two times per year and used to guide instructional planning and targeted support.

Common Grade-Level Assessments (Grades K–8)

Teachers will develop and administer common grade-level assessments aligned to the curriculum and standards. Assessment data will be collected and reviewed regularly to monitor student progress, ensure instructional consistency, and inform instructional adjustments.

Early Literacy Screening and Progress Monitoring (Acadience – Grades K–2)

Invictus Classical Academy will use Acadience Reading as a universal screener and progress-monitoring tool for students in Kindergarten through second grade. Acadience measures the development of essential early literacy skills and will be used to identify students in need of additional support, monitor progress, and provide timely instructional interventions to promote reading proficiency.

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

Application and Enrollment Requirements Form

Invictus Classical Academy

Enrollment Limits

The Academy will offer kindergarten through eighth grade. The maximum enrollment shall be 500 students. The Academy will annually adopt maximum enrollment figures prior to its application and enrollment period.

Requirements

Section 504 of the Revised School Code states that public school academies shall neither charge tuition nor discriminate in pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a handicapped person, or any other basis that would be illegal if used by a Michigan public school district.

- Academy enrollment shall be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, a public school academy shall not enroll a pupil who is not a Michigan resident.
- Academy admissions may be limited to pupils within a particular age range/grade level or on any other basis that would be legal if used by a Michigan public school district.
- The Academy Board may establish a policy providing enrollment priority to siblings of currently enrolled pupils or children of Academy Board members or Academy employees.
- The Academy shall allow any pupil who was enrolled in the immediately preceding academic year to re-enroll in the appropriate age range/grade level unless that grade is not offered.
- No student may be denied participation in the application process due to lack of student records.
- If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.

Application Process

- The application period shall be a minimum of two weeks in duration, with evening and/or weekend times available.
- The Academy shall accept applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the next application period.
- In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting list shall be determined by the random selection drawing. If there is no waiting list, students shall be admitted on a first-come, first-served basis.
- The Academy may neither close the application period nor hold a random selection drawing for unauthorized grades prior to receipt of approval from the Charter Schools Office.

Legal Notice

- The Academy shall provide legal notice of the application and enrollment process in a local newspaper of general circulation. A copy of the legal notice must be forwarded to the Charter Schools Office.
- At a minimum, the legal notice must include:
 - A. The process and/or location(s) for requesting and submitting applications.
 - B. The beginning date and the ending date of the application period.
 - C. The date, time, and place the random selection drawing(s) will be held, if needed.
- The legal notice of the application period shall be designed to inform individuals that are most likely to be interested in attending the Academy.
- The Academy, being an equal opportunity educational institution, shall be committed to good-faith affirmative action efforts to seek out, create and serve a diverse student body.

Re-enrolling Students

- The Academy shall notify parents or guardians of all enrolled students of the deadline for notifying the Academy that they wish to re-enroll their child.
- If the Academy Board has a sibling preference policy, the re-enrollment notice must also request that the parent or guardian indicate whether a sibling(s) seeks to enroll for the upcoming academic year.
- An enrolled student who does not re-enroll by the specified date can only apply to the Academy during the application period for new students.
- An applicant on the waiting list at the time a new application period begins must reapply as a new student.
- After collecting the parent or guardian responses, the Academy must determine the following:
 - A. The number of students who have re-enrolled per grade or grouping level.
 - B. The number of siblings seeking admission for the upcoming academic year per grade.
 - C. If space is unavailable, the Academy must develop a waiting list for siblings of re-enrolled students.
 - D. The number of spaces remaining, per grade, after enrollment of current students and siblings.

Random Selection Drawing

A random selection drawing is required if the number of applications exceeds the number of available spaces.

Prior to the application period, the Academy shall:

- Establish written procedures for conducting a random selection drawing.
- Establish the maximum number of spaces available per grade or grouping level.
- Establish the date, time, place and person to witness the random selection drawing.
- Notify the Charter Schools Office of both the application period and the date of the random selection drawing, if needed. The Charter Schools Office may have a representative on-site to monitor the random selection drawing process.

The Academy shall use a credible, neutral “third party” such as a CPA firm, government official, ISD official or civic leader to witness the random selection drawing. Further, the Academy shall:

- Conduct the random selection drawing publicly where parents, community members and the public may observe the process.
- Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.

The Academy shall notify applicants not chosen in the random selection drawing that they were not selected and that their name has been placed on the Academy’s official waiting list for openings that may occur during the academic year. Students shall appear on the official waiting list in the order they were selected in the random selection drawing.

SECTION G

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

SECTION 7g: SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

School Calendar

The Academy's school calendar shall comply with the Code and the School Aid Act of 1979. The Academy Board must submit a copy of the Academy's school calendar to the College Board.

School Day Schedule

The Academy Board must structure the Academy's school day schedule to meet the required number of instructional days and hours as set forth in the Code and the Act. The Academy Board must submit the school day schedule to the College Board prior to the commencement of each academic year.

SECTION H

AGE OR GRADE RANGE OF PUPILS

AGE OR GRADE RANGE OF PUPILS TO BE ENROLLED

Pursuant to Applicable Law and the Terms and Conditions of this Contract, the Academy shall comply with the age or grade ranges as stated in this Schedule.

The Academy will enroll students in Kindergarten through Eighth grade. The Academy may add grades with the prior written approval of the authorizing body.

Students of the Academy will be children who have reached the age of five (5) by the dates outlined in the Code.