



BAY MILLS
COMMUNITY COLLEGE
CHARTER SCHOOLS OFFICE

October 3, 2023

Jill Thompson
Michigan Department of Education
608 West Allegan Street
PO Box 30008
Lansing, MI 48909

Dear Ms. Thompson:

Attached please find Contract Amendment No. 5 for Frontier International Academy. Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Mariah Wanic". The signature is fluid and cursive.

Mariah Wanic, Director of Charter Schools

CONTRACT AMENDMENT NO. 5

BETWEEN

BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS
(AUTHORIZING BODY)

AND

FRONTIER INTERNATIONAL ACADEMY
(PUBLIC SCHOOL ACADEMY)

CONTRACT AMENDMENT NO. 5

FRONTIER INTERNATIONAL ACADEMY

In accordance with Article IX of the Terms and Conditions, incorporated as part of the Contract to Charter a Public School Academy and Related Documents, issued by **BAY MILLS COMMUNITY COLLEGE** ("Authorizing Body") and **FRONTIER INTERNATIONAL ACADEMY** ("Academy") on **July 1, 2017** ("Contract"), the parties agree to amend the Contract as follows:

A. Amend the Contract to Reflect the Maximum Student Enrollment to be 750 Students at the Warren Campus-28111 Imperial Drive, Warren, Michigan 48093 and 1,250 Students at the Detroit Campus-13200 Conant Street, Detroit, Michigan 48212 for the 2023-2024 School Year.

1. Amend Contract Schedule 7f: Application and Enrollment Requirements, by deleting that schedule and replacing it with the material attached as Exhibit 1.

The changes identified in this Section B. shall have an effective date of January 17, 2023.

B. Amend the Contract to Include the Land Contract for the Detroit Campus at 13200 Conant Street, Detroit, Michigan 48212.

1. Amend Contract Schedule 6: Physical Plant Description, by adding at the end of the schedule the material attached as Exhibit 2.

The changes identified in this Section A. shall have an effective date of July 1, 2022.

This amendment is hereby approved by the College Board and the Academy through their authorized designees and shall have an effective dates as set forth above.



By: Mariah Wanic, Director of Charter Schools
Bay Mills Community College
Designee of the College Board

Dated: 10/3/2023



By: Asm Rahman, President
Frontier International Academy
Designee of the Academy Board

Dated: 09/27/2023

Exhibit 1

Application and Enrollment Requirements

Frontier International Academy

Enrollment Limits

The Academy will offer kindergarten through twelfth grade at the 13200 Conant Street, Detroit, Michigan campus, the maximum enrollment shall be 1,250 students. The Academy will offer kindergarten through eighth grade at the 28111 Imperial Drive, Warren, Michigan campus, the maximum enrollment shall be 750 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. However, the Academy may not provide a preference to children of Board members or Academy employees.
- Academies 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 and Enrollment Requirements

Frontier International Academy

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 written approval from the BMCC 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 BMCC 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.

Application and Enrollment Requirements

Frontier International Academy

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 preference policy for siblings or children of employees and Academy Board members, the re-enrollment notice must also request that the parent or guardian indicate whether a sibling(s) or child(ren) of employees or Academy Board members 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, and children of employees and Academy Board members.

Application and Enrollment Requirements

Frontier International Academy

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 conduct the random selection drawing.
- Notify the BMCC Charter Schools Office of both the application period and the date of the random selection drawing, if needed. The BMCC 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 conduct the random selection drawing. Further, the Academy shall:

- Conduct the random selection drawing at a public meeting 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.

Exhibit 2

LAND CONTRACT

This Land Contract is made as of July 1, 2022, between Michigan Creative Investment, LLC, a Michigan limited liability company, hereinafter referred to as "Seller", whose address is 341 E. Huron, Ann Arbor, MI 48104, and Frontier International Academy, a Michigan public school academy, hereinafter referred to as "Purchaser", whose address is 13200 Conant Street, Detroit, MI 48212.

WITNESSETH:

1. Seller Agrees:

- (a) To sell and convey to Purchaser land primarily in the City of Hamtramck but entirely within the County of Wayne, State of Michigan, described on Exhibit A (the "Property"), consisting of approximately 6.35 acres of land and a building (together with all right, title and interest of Seller in and to any lots of land owned by Seller contiguous to the land lot containing the building, lying in the bed of any highway, street, road or avenue, opened or proposed, in front of or abutting or adjoining such tract or piece of land and any easements and appurtenances pertaining thereto, subject to the matters set forth on Exhibit B ("Permitted Encumbrances").
- (b) That the full consideration for the sale of the Property to Purchaser is: Five Million, and 00/100 Dollars (\$5,000,000.00) of which Five Hundred Thousand and 00/100 Dollars (\$500,000.00) Seller hereby agrees to credit Purchaser against said consideration ("Purchase Price"). Purchaser agrees to pay a Down Payment to Seller at closing pursuant to the full execution and authorizer nondisapproval of this Agreement of Two Million, Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00). The Purchaser agrees to pay, commencing on the first of the month next following the month of closing, \$50,000 per month for 40 consecutive months, with each such monthly installment being due and payable on the 1st day of each month thereafter and continuing until the full Purchase Price balance is paid, the balance after Down Payment being Two Million and 00/100 Dollars (\$2,000,000.00). The balance will balloon into a single payment and become immediately due and payable should Purchaser re-finance or encumber the Property with any debt or pay-off the Purchase Price balance at or subsequent to closing (the "Balloon Payment") except that the Balloon Payment shall be paid by Purchaser to Seller on the closing of a Purchaser refinancing. Purchaser can only be relieved from its monthly payment obligations by a final monthly payment or full payment of the Balloon Payment
- (c) Simultaneously herewith, to deliver to the Title Company (hereinafter defined) the following documents to be held in escrow pursuant to and in accordance with the terms of that certain Escrow Agreement of even date herewith between Seller, Purchaser and the Title Company (the "Escrow Agreement"):

- a fully executed and notarized warranty deed conveying marketable title to the Property subject only to Permitted Exceptions. The Escrow Agreement shall provide that upon receiving payment in full of all sums owing herein, the warranty deed shall be delivered to Purchaser.
 - A Real Estate Transfer Tax Valuation Affidavit;
 - A Nonforeign Person Certification as required under Section 1445 of the Internal Revenue Code;
 - An owner's affidavit as to mechanics' liens and possession in customary form reasonably acceptable to the Title Company;
 - A survey affidavit reasonably acceptable to the Title Company to delete the standard survey exception;
 - A recordable Memorandum of Termination of this Land Contract.
- (d) To deliver to Purchaser as evidence of title, a policy of title insurance in the amount of the full purchase price (at Seller's expense) issued by _____ Title Company (the "Title Company"), insuring Purchaser's title to the Property as required hereby. The effective date of the policy shall be the later of the date of this Contract or the date of recording of the Memorandum of Land Contract.
- (e) Purchaser shall be responsible for payment of any transfer taxes due on the warranty deed; provided payment shall not be required until the date of delivery of the warranty deed out of the escrow to Purchaser. It is noted that the transfer of the Property to the Purchaser, a Michigan public school academy, is exempt from State and County transfer tax pursuant to MCLA 380.503(8).
- (f) To join with Purchaser in any and all proceedings and in the execution of any and all instruments relating to the development of the land by Seller and Purchaser for a school, including, without limitation, the application and prosecution of any application for rezoning, special use approval, site plan approval, and approval of infrastructure improvements such as curb cuts and median breaks necessary for the development of the land. Seller also agrees to grant or dedicate any utility or roadway easements and rights of way as may be required in connection with the development of the land.
- (g) To the extent that Purchaser is not exempt from payment of real property taxes on the property, Seller agrees to pay all taxes and special assessments hereafter levied on the Property before any penalty for non-payment attaches thereto, and submit receipts to Purchaser upon request, as evidence of payment thereof. In the event any non-payment of same needs to be cured, Purchaser may pay and deduct same from any payment due from it to Seller.
- (h) Even if the Contract is executed by the Purchaser and a down-payment made, it is not in effect until approved by the Board of the Academy, and any needed

nondisapproval by Authorizer of the Academy is forthcoming. In the event either contingency fails, any down-payment made by Purchaser shall be immediately returned to Purchaser.

- (i) At the Balloon payment date (or "Closing" of the land contract), Seller will issue the title search, a survey of the property, and a recordable deed to the Purchaser.
- (j) That it is the obligation of the Seller to be able to present proof of remediation to the extent there are environmental and title defects. Should Purchaser pay for the remediation of the environmental and title defects, Seller agrees that such costs will be deducted from the Balloon Payment balance.

2. Purchaser Agrees:

- (a) To purchase the Property and pay Seller the Balloon Payment.
- (b) To use, maintain and occupy the Property in accordance with any and all building and use restrictions applicable thereto.
- (c) To keep the Property in accordance with all police, sanitary or other regulations imposed by any governmental authority.
- (d) To keep and maintain the Property in as good condition as the same is at the date hereof and not to commit waste, remove or demolish any improvements thereon, if any, or otherwise diminish the value of Seller's security, without the written consent of Seller.
- (e) To execute and deliver into escrow a Purchaser's Closing Statement and the Memorandum of Termination of this Land Contract in recordable form and to deliver whatever documents the Title Company shall require to deliver the title policy per the terms of Paragraph 1(c).

3. Seller and Purchaser Mutually Agree:

- (a) That Seller may not, during the lifetime of this Contract, place a mortgage on the Property in addition, if still existing, to the Continuing Collateral Mortgage in the original amount of \$_____ to _____ Bank, dated _____ and recorded on _____ in Liber _____, Page _____, Wayne County Records (the "_____ Mortgage").
- (b) That Seller shall meet the payments of principal and interest on the _____ Mortgage as they mature and produce evidence thereof to Purchaser on demand. On Seller's default Purchaser may pay the same, which payments shall be credited on the sums matured or first maturing hereon with interest at 8% per annum on payments so

made. If proceedings are commenced to recover possession of the land or to enforce the payment of the _____ Mortgage, because of Seller's default, Purchaser may at any time thereafter while such proceedings are pending encumber the Property by mortgage securing such sums as can be obtained upon such terms as may be required and with the proceeds pay and discharge the _____ Mortgage or purchase money lien, and any mortgage so given shall be a first lien upon the Property superior to the rights of Seller therein. Thereafter Purchaser shall pay the principal and interest on such mortgage so given as they mature, which payments shall be credited on the sums matured or first maturing hereon. When the amount owing hereon is reduced to that owing upon such contract or mortgage or upon any mortgage executed under either of the powers contained in this contract, a conveyance shall be made in the form above provided with a covenant by the grantee to assume and pay the same.

- (c) That if default is made by Seller in the payment of any tax or special assessment or insurance premiums or in the delivery of any insurance policy as hereinbefore provided, Purchaser may pay such tax, special assessment or premiums or procure such insurance and pay the premiums therefor, and any amount so paid shall be a further lien on the Property payable by Seller to Purchaser forthwith and/or as part of the Balloon Payment as set forth in Paragraph 1(b) hereof.
- (d) That Purchaser shall not assign its interest in this Contract except to an entity controlled by Purchaser nor shall Purchaser, without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion, sell, convey, transfer, encumber or lease (provided Seller's consent to such lease shall not be unreasonably withheld) all or any portion of the Property or any rents or profits therefrom, except for Purchaser's encumbering of its interest in this Contract to _____ as part of Purchaser's refinancing, to which the Seller hereby expressly consents, or cause or suffer any writ or garnishment, attachment, execution or legal process to be placed upon the Property or any rents or profits therefrom, except in favor of Seller, nor shall any part of the Property or this Land Contract or any interest therein be transferred by operation of law. No assignment, conveyance, transfer or subletting by Purchaser shall release the Purchaser from its obligations under the provisions of this Land Contract.
- (e) That Purchaser shall have the right to possession of the Property from and after the date hereof, unless otherwise herein provided, and be entitled to retain possession thereof only so long as there is no default on its part in carrying out the terms and conditions hereof. Since the Property is in the process of or may hereafter commence being improved, the Purchaser shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after service of a notice of forfeiture of this Contract. Erection of signs by Purchaser on the Property shall not constitute actual possession by Purchaser.

- (f) That should Purchaser fail to perform this Contract or any part thereof prior to the time periods set forth herein, Seller, after Purchaser shall have failed to cure such default within 60 days after written notice of such default, shall have the right to declare this Contract forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the Property, together with additions and accretions thereto, and consider and treat Purchaser as a tenant holding over without permission and may take immediate possession of the Property, and Purchaser and each and every other occupant remove and put out. A proper notice of forfeiture, giving Purchaser at least fifteen (15) days or as otherwise may be provided herein for a longer period, to pay any moneys required to be paid hereunder or to cure other material breaches of this contract, shall be served on Purchaser, as provided by statute, prior to institution of a proceedings to recover possession of the Property.
- (g) If default is made by Purchaser and such default continues for a period of sixty (60) days or more, and Seller desires to foreclose this Contract in equity by judicial foreclosure, as Seller agrees that the remedy of foreclosure by advertisement of this Contract shall not be available to Seller, Seller shall have the right at its option to declare the entire unpaid balance hereunder to be due and payable forthwith, notwithstanding anything herein contained to the contrary.
- (h) That time shall be deemed to be of the essence of this Contract.
- (i) That any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this Contract shall be conclusively presumed to have been served upon Purchaser if such instrument was sent by certified mail, return receipt requested or by Federal Express or other nationally recognized overnight delivery service, in each case with postage or delivery fees fully prepaid, addressed to Purchaser at the address set forth in the heading of this Contract or at the latest other address which may have been specified by Purchaser and receipted for in writing by Seller.
- (j) Purchaser shall be entitled to prepay this Contract, in whole or in part, at any time, and without penalty.
- (k) Purchaser represents that it is a valid and existing Michigan public school academy, with its articles of incorporation in full force and effect; Seller represents that it is a valid and existing Michigan limited liability company, with its operating agreement in full force and effect; and the parties each represent to the other that the signatories hereto have been fully authorized to execute this Contract on their respective behalf.
- (l) The pronouns and relative words herein used are written in the masculine and singular. If, however, more than one person joins in the execution hereof as Seller or Purchaser, or either party be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein

shall bind the heirs, devisees, legatees, successors and assigns of the respective parties.

- (m) A Memorandum of this Land Contract shall be executed by Purchaser and Seller and recorded by the Title Company simultaneously with the execution of this Contract in lieu of this instrument.
- (n) Purchaser and Seller agree that when the conditions for delivery of the warranty deed to Purchaser have been satisfied as set forth in Section 1(b), the parties shall execute a mutually acceptable Payoff Statement.
- (o) In the event that Purchaser shall default in the performance of any covenants required to be performed by it under the terms of this Contract beyond any applicable notice and cure period, Seller shall be entitled to a deficiency judgment against Purchaser with respect to the unpaid balance under this Contract in a judicial foreclosure on this Contract with all redemption periods available to the Purchaser under applicable law as of the date of this Contract, notwithstanding anything to the contrary, it being agreed between Seller and Purchaser that the Seller shall not be entitled to foreclosure on this Contract by advertisement or any other summary foreclosure remedy.

4. Miscellaneous Provisions:

- (a) If any date herein set forth for the performance of any obligations by Seller or Purchaser or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday, legal holiday, or School Holiday applicable to Purchaser, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday, legal or school holiday. As used herein, the term "legal holiday" means any state or federal holiday on which financial institutions or post offices are generally closed in the state in which the Property is located.
- (b) This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and, to the extent herein permitted, assigns.
- (c) This Contract, including the exhibits attached hereto, contains the whole agreement as to the Property between Seller and Purchaser and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale and purchase. This Contract shall not be altered, amended, changed or modified except in writing executed by the parties hereto.

- (d) This Contract shall be construed in accordance with the laws of the state in which the Property is located.
- (e) Both parties to this Contract having participated fully and equally in the negotiation and preparation hereof, this Contract shall not be more strictly construed, or any ambiguities within this Contract resolved, against either party hereto.
- (f) This Contract may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one original Contract.

[The balance of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Land Contract the day and year first above written.

SELLER:

Michigan Creative Investment LLC, a Michigan
limited liability company

By: 

Its: _____

PURCHASER:

Frontier International Academy, a Michigan
public school academy

By: 

Its: President

(Acknowledgements contained on following page)

STATE OF MICHIGAN)
) SS.
COUNTY OF Washtenaw)

The foregoing instrument was acknowledged before me this 9th day of June, 2022, by Mohamad Issa, the _____ of Michigan Creative Investment, LLC, a Michigan limited liability company, on behalf of said limited liability company.

MUAYAD F. MAHMOUD
Notary Public, State of Michigan
County Of Washtenaw
My Commission Expires 07-26-2023
Acting in the County of Washtenaw

Muayad Mahmoud
Notary Public, Washtenaw County,
State of Michigan
Acting in Washtenaw County, Michigan
My Commission Expires: 7-26-2023

STATE OF MICHIGAN)
) SS.
COUNTY OF Washtenaw)

The foregoing instrument was acknowledged before me this 9th day of June, 2022, by Asm Rahman, as the President of Frontier International Academy, a Michigan public school academy, on behalf of said public school academy.

MUAYAD F. MAHMOUD
Notary Public, State of Michigan
County Of Washtenaw
My Commission Expires 07-26-2023
Acting in the County of Wayne

Muayad Mahmoud
Notary Public, Washtenaw County,
State of Michigan
Acting in Wayne County, Michigan
My Commission Expires: 7-26-2023



MUAYAD F. MAHMOUD
Notary Public, State of Michigan
County of Washtenaw
My Commission Expires 03-28-2023
Acting in the County of _____

MUAYAD F. MAHMOUD
Notary Public, State of Michigan
County of Washtenaw
My Commission Expires 03-28-2023
Acting in the County of _____



Exhibit A

Legal Description of Property

Title	FIA Contract Amendment No 5
File name	2017 Contract Ame...rease and Lan.pdf
Document ID	a79e517980d67058422a6118b775f58f29d8b0fe
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

09 / 27 / 2023

15:40:23 UTC

Sent for signature to Asm Rahman (rahmana@detroitmi.gov)
from davillierh@gee-edu.com
IP: 75.75.215.186



VIEWED

09 / 27 / 2023

15:42:48 UTC

Viewed by Asm Rahman (rahmana@detroitmi.gov)
IP: 64.85.167.146



SIGNED

09 / 27 / 2023

15:45:12 UTC

Signed by Asm Rahman (rahmana@detroitmi.gov)
IP: 64.85.167.146



COMPLETED

09 / 27 / 2023

15:45:12 UTC

The document has been completed.