



BAY MILLS

COMMUNITY COLLEGE
CHARTER SCHOOLS OFFICE

September 29, 2017

Kim Sidel
Michigan Department of Education
608 West Allegan Street
P.O. Box 30008
Lansing, MI 48909

Dear Ms. Sidel:

Enclosed please find a CD containing Contract Amendment No. 1 for Frontier International Academy. If you have any questions, please contact me at (906) 248-8446.

Sincerely,

A handwritten signature in blue ink that reads "Mariah Wanic". The signature is written in a cursive style and is positioned above a horizontal line.

Mariah Wanic
Special Assistant to the President in
Charge of Charter Schools

Cc: Asm Rahman, Frontier International Academy

CONTRACT AMENDMENT NO. 1

BETWEEN

BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS
(AUTHORIZING BODY)

AND

FRONTIER INTERNATIONAL ACADEMY
(PUBLIC SCHOOL ACADEMY)

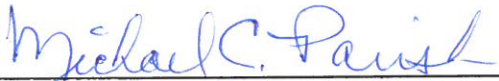
CONTRACT AMENDMENT NO. 1

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:

1. Amend Contract Schedule 7F: Application and Enrollment, by adding the attached matriculation agreements between Frontier International Academy and following academies:
 - Bridge Academy

This amendment is hereby approved by the College Board and the Academy through their authorized designees and shall have an effective date of July 1, 2017.



By: Michael C. Parish, President
Bay Mills Community College
Designee of the College Board

Dated: 9-26-17



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

Dated: 9/19/2017

**Matriculation agreement
Between
Bridge Academy
and
Frontier International Academy**

This Matriculation Agreement ("Agreement") is dated effective as of April 20, 2017 between Bridge Academy ("Bridge"), a public school academy ("Sending School"), and Frontier International Academy ("FIA"), a public school academy ("Receiving School"). The Receiving School and Sending School are herein referred to collectively as the "Schools."

WHEREAS, the Sending School and Receiving School are separate and independent public school academies, organized under the Michigan Revised School Code (the "Code"). The Sending School holds a charter from Ferris State University ("Ferris State"), its authorizing body, which expires June 30, 2019, subject to renewal, and the Receiving School holds a charter from Bay Mills Community College ("Bay Mills"), its authorizing body, which expires June 30, 2017, subject to renewal; and

WHEREAS, the Schools desire to enter into an agreement whereby the students from the Sending School are given preference for enrollment in the Receiving School; and

WHEREAS, Section 504(4)(b) of the Code provides that such preference for enrollment may be given, instead of the general requirement for random selection in the event applications for enrollment exceed available capacity, if the Receiving School and Sending School enter into a matriculation agreement; and

WHEREAS, the Schools consider it in their best interest, in the interest of their pupils and their educational missions to enter into this Agreement, on the terms and conditions contained herein.

THEREFORE, the parties hereby agree as follows:

1. **Preference.** In accordance with the Code and this Agreement, the Receiving School shall give preference to eligible students from the Sending School, subject only to preference for currently enrolled students in the Receiving School and their siblings.

2. **Eligible Students.** Students from the Sending School who meet all of the following requirements will be considered "Eligible Students" for purposes of this Agreement:

- a. The student was not expelled from the Sending School;
- b. The student did not withdraw from the Sending School in lieu of expulsion;
- c. The student is eligible to enroll in a public school in Michigan and meets any additional applicable residency requirements; and
- d. The student is otherwise eligible for enrollment in the Receiving School.

3. **Limitation on Preference; Over-Enrollment.**

1. Notwithstanding the preference granted by this Matriculation Agreement, the Receiving School shall continue to enroll at least 5% of its pupils using a random selection process, as provided by the Code.
2. If the number of students from the Sending School exceeds capacity of the Receiving School at a grade level or levels, students from the Sending School shall be randomly selected, and a waiting list established based on the order of selection.

4. **Application.** Eligible students who desire an enrollment priority in the Receiving School must complete the Receiving School's application and other requirements for the school year, and submit it to the Receiving School during its enrollment period, in accordance with the Receiving School's admission and enrollment practices.

5. **Enrollment.** An eligible student from the Sending School must attend the Receiving School on the first day of school in order to be enrolled and to retain their priority. Any eligible student who does not attend the first day of school at the Receiving School, without obtaining an excused absence from the Receiving School before the end of that school day, shall lose his or her priority at the Receiving School.

6. **Records Transfer.** Upon receipt of a properly completed records release form from the Receiving School and parent of the student, the Sending School shall promptly transfer all student records of qualifying students to the Receiving School, no later than fourteen (14) days after receipt of request for transfer of records from the Receiving School.

7. **Term and Termination.**

- a. This Agreement shall be effective on the date when this Agreement has been approved by the governing body of each of the Schools, and also by the authorizing body for each of the Schools, in accordance with the terms of the authorizing contract.
- b. The initial term of this Agreement shall expire 6/30/19. It shall automatically be renewed for up to five (5) successive one-year periods thereafter.
- c. This Agreement is also subject to early termination by either School, or the authorizing body of either school, at any time for any reason upon ninety (90) days written notice to the other party. If such notice is given more than ninety (90) days before the end of the Receiving School's enrollment period, there shall be no enrollment priority for eligible students from the Sending School for the subsequent school year. If the notice is given anytime thereafter, the eligible students who have already applied for enrollment shall receive priority for the subsequent school year pursuant to the terms of this Agreement.

- d. This Agreement shall be terminated automatically if the authorizing contract for either of the Schools is terminated or revoked. A School which has requested termination of its charter, or which has received notification from its authorizing body or the State Board of Education of the commencement of revocation proceedings shall promptly provide written notice of such action to the other School.

8. **Schools Separate and Independent.** It is acknowledged that the Receiving School and Sending School are, and shall remain, separate and independent from each other. Each school shall remain fully responsible for compliance with the Code, and all applicable laws and regulations.

9. **Management of Agreement.** The Schools hereby delegate to their joint or its Educational Service Provider the authority to manage this Agreement.

10. **Arrangements Not Exclusive.**

- a. This Agreement is not exclusive as to either the Receiving School or the Sending School, and both Schools shall retain the ability and the discretion to enter into additional matriculation agreements with other public school academies. If either the Receiving School or the Sending School contemplates entering into any additional matriculation agreement with another public school academy, that School shall inform the other party to this Agreement as soon as possible, but not later than the time of approval of such other matriculation agreement by either party thereto, or approval by either party's authorizing body. The School entering into the other matriculation agreement shall provide full information about that agreement upon request, including, but not limited to, information about the number of students and the capacity of each party to said other matriculation agreement, a copy of the other matriculation agreement, and any other information pertinent to that agreement.

- b. If the Receiving School enters into matriculation agreements with other public school academies subsequent to this Agreement, students in the Sending School herein shall have priority for enrollment during the term of this agreement over students from any other sending school, unless the Schools otherwise agree in writing.

11. **Reporting.** Each School shall promptly, and not more than fourteen (14) days following written request, provide to the other School information pertinent to the administration of this Agreement, including, but not limited to, information regarding numbers of students, numbers of applications for enrollment by students from the Receiving School to the Sending School and numbers of students enrolled pursuant thereto, and, subject to State and Federal privacy laws, the reason that any applying student of the Sending School was not enrolled.

12. **Cooperation; Information.** The Receiving and Sending Schools shall cooperate together to provide information about the Schools to prospective students and families from the

Sending School consistent with State and Federal privacy and similar laws pertaining to its programs and enrollment procedures.

13. **Assignment.** This contract is not assignable by either School without the prior written consent of the other school, and the authorizing bodies of both Schools.

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

Receiving School:

Frontier International Academy
Attn: Board President
13200 Conant St.
Detroit, MI 48212

Sending School:

Bridge Academy
Attn: Board President
3105 Carpenter Rd.
Detroit, MI 48212

15. **Severability.** If any provision in this Agreement 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 Agreement. If any provision of this Contract shall be or become in violation of any local, state or federal law, such provision shall be considered null and void and all other provisions shall remain in full force and effect.

16. **Non-Waiver.** Except as provided herein, no term or provision of this Agreement 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 consent to, waiver of, or excuse for any different or subsequent breach or default.

17. **Governing Law.** This Agreement 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.

18. **Counterparts.** This Agreement 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.

19. **Access to Copies of Contract.** The Schools agree to make copies of this Agreement available, for public inspection, at their administrative offices during normal business hours.

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

21. **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.


22. **No Third Party Rights.** This Agreement is made for the sole benefit of the Schools to further their educational purposes. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship between the parties hereto, or either of them, and any prospective students, including a relationship in the nature of a third party beneficiary or fiduciary.


23. **Amendment.** Any amendment of this Agreement shall be in writing, and shall take effect upon approval of each School's board and, if required, by each School's authorizing body.

24. **Authorization.** The Agreement is contingent upon review and non-disapproval by both Sending School's and Receiving School's authorizer, in accordance with the terms of the each School's charter contract.

FRONTIER INTERNATIONAL ACADEMY

BRIDGE ACADEMY

By: 
Its: Board President
Date: 4/20/17

By: 
Its: Board President
Date: 4/19/17