

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

**FRONTIER INTERNATIONAL ACADEMY
(A PUBLIC SCHOOL ACADEMY)**

July 1, 2025

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RESOLUTIONS

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

RESOLUTION NO. 24-89

Contract Reauthorization

WHEREAS, the Bay Mills Community College Board of Regents (the “College Board”), as the governing body of a federal tribally-controlled community college, is an authorizing body empowered to authorize and issue contracts to operate public school academies, and to establish the method of selection, length of term, and number of members of a public school academy’s Board of Directors; and

WHEREAS, on July 1, 2017, the College Board issued to **Frontier International Academy** (the “Academy”) a Contract to Charter a Public School Academy (the “Charter Contract”); and

WHEREAS, the Charter Contract will expire on June 30, 2025 and the Academy has asked the College Board to issue a new contract to charter a public school academy for a term of eight (8) years; and

WHEREAS, the College Charter Schools Office has completed its evaluation and assessment of the Academy’s operation and performance related to the Charter Contract, and the College Charter Schools Office recommends that the College Board issue a new contract to charter a public school academy to the Academy for a term not to exceed eight (8) years, beginning July 1, 2025;

WHEREAS, in addition to other Revised School Code requirements, the College Board’s reauthorization process included consideration of increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria, as the most important factor in the decision of whether or not to issue a new contract to charter a public school academy to the Academy;

NOW, THEREFORE, BE IT RESOLVED:

3. The College Board takes the following action related to issuing a Contract to Charter a Public School Academy and Related Documents (“Contract”) to the Academy:
 - d. The College Board approves the form of the Contract and related documents as submitted to and reviewed by the College Board;
 - e. The College Board approves and authorizes the issuance of the Contract and related documents and authorizes Mariah Wanic, College Board Designee, to execute the Contract and related documents issued by the College Board to the Academy, provided, that, before execution of the Contract, the College Chairperson affirms the following:

- (3) that 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
 - (4) that the Contract is substantially similar to the Contract approved by the College Board, with the only changes being those made by the College Board's Designee in consultation with legal counsel for the College Board that are in the best interests of the College Board.
- f. The College Board Designee may agree to a term of Contract not to exceed eight (8) academic years and not to extend beyond June 30, 2033.
4. That the current Academy Board members shall continue to serve in their current positions until the end of their term in office. All subsequent Academy Board appointments shall be made in accordance with the College Board's method of selection resolution.

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 8th day of November 2024, with a vote of 8 for, 0 opposed, 1 abstaining, and 0 absent.

By: Beverly Carrick
Beverly Carrick, Secretary

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

**CONTRACT TERMS
AND CONDITIONS**

TERMS AND CONDITIONS

OF CONTRACT

DATED: JULY 1, 2025

ISSUED BY

THE BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS

TO

FRONTIER INTERNATIONAL ACADEMY

CONFIRMING THE STATUS OF

FRONTIER INTERNATIONAL ACADEMY

AS A

MICHIGAN PUBLIC SCHOOL ACADEMY

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Exhibit A - Resolutions

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 Frontier International 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. 24-89 adopted by the College Board on November 8, 2024.
- (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, 2025, Issued by the Bay Mills Community College Board of Regents to Frontier International Academy Confirming the Status of Frontier International 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 Section 1280c(1), MCL 380.1280c(1) or Section 1280g(3), MCL 380.1280g(3), as applicable; or (ii) has been on the list during the immediately preceding 3 school years.

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

ARTICLE VII

TUITION PROHIBITED

Section 7.1. Tuition Prohibited; Fees and Expenses. The Academy shall not charge tuition. The Academy may impose fees and require payment of expenses for activities of the Academy where such fees and payments are not prohibited by 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 (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	<p>\$1,000,000 per accident.</p> <p>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.</p> <p>College must be included as Additional Insured with Primary and Non-Contributory Coverage.</p>
See Umbrella section for higher limit	Higher limits are required if PSA/SDA/UHS/SOE has its own buses.
COVERAGE	REQUIREMENTS
Workers' Compensation	<p>Must be Occurrence form.</p> <p>Statutory Limits with \$1,000,000 Employers Liability Limits.</p>
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	<p>Must include Employee Dishonesty coverage.</p> <p>Must include third party coverage.</p> <p>\$500,000 limit.</p>
COVERAGE	REQUIREMENTS
Umbrella	<p>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.</p> <p>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</p>

	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
Frontier International Academy
13200 Conant St.
Detroit, MI 48212

If to Academy Counsel:

Aimee Gibbs
Dickinson Wright PLLC
350 S. Main St., Suite 300
Ann Arbor, MI 48104

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, 2033, 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.

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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, College Board Designee

Date: July 1, 2025

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.

FRONTIER INTERNATIONAL ACADEMY

By: 

Its: Board President

Date: July 1, 2025

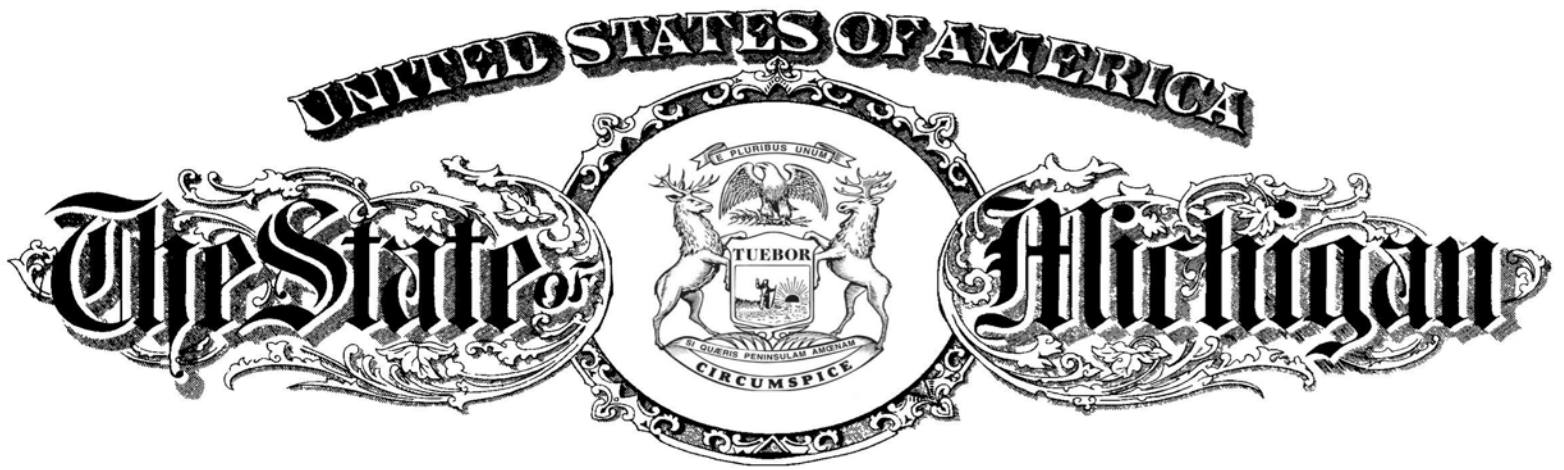
CONTRACT SCHEDULES

Schedules

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CONTRACT SCHEDULE 1

ARTICLES OF INCORPORATION



Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify That

THE FRONTIER INTERNATIONAL ACADEMY

was validly Incorporated on February 11 , 2004 as a Michigan nonprofit corporation, and said corporation is validly in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1982 PA 162 to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to conduct affairs in Michigan 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.



Sent by electronic transmission

Certificate Number: 25040526707

*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 22nd day of April , 2025.*

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

BCS/CD-502 (Rev. 12/03)

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES									
Date Received	(FOR BUREAU USE ONLY)								
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.								
<table border="1"><tr><td colspan="2">Name Saleh & Associates, PLC</td></tr><tr><td colspan="2">Address Suite One, 921 Howard Street</td></tr><tr><td>City Dearborn</td><td>State MI</td></tr><tr><td colspan="2">Zip Code 48124</td></tr></table>		Name Saleh & Associates, PLC		Address Suite One, 921 Howard Street		City Dearborn	State MI	Zip Code 48124	
Name Saleh & Associates, PLC									
Address Suite One, 921 Howard Street									
City Dearborn	State MI								
Zip Code 48124									
EFFECTIVE DATE:									

Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations

(Please read information and instructions on the last page)

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

ARTICLE I

The name of the corporation is: **The Frontier International Academy** (See Continuation Page)

ARTICLE II

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

See Continuation Page

ARTICLE III

- The corporation is organized upon a Nonstock basis.
(Stock or Nonstock)
- If organized on a stock basis, the total number of shares which the corporation has authority to issue is _____ . If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

ARTICLE III (cont.)

3. a. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

NONE

- b. The description and value of its personal property assets are: (if none, insert "none")

NONE

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

See Continuation Page

Directorship

- d. The corporation is organized on a _____ basis.
(Membership or Directorship)

ARTICLE IV

1. The address of the registered office is:

Suite One, 921 Howard Street

Dearborn

48124

(StreetAddress)

(City)

, Michigan

(ZIP Code)

2. The mailing address of the registered office, if different than above:

(Street Address or P.O. Box)

(City)

, Michigan

(ZIP Code)

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

Alex Saleh

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name

Alex Saleh

Residence or Business Address

Suite One, 921 Howard Street
Dearborn, MI 48124

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

Continuation of ARTICLE I

The authorizing body for the corporation is: The Bay Mills Community College Board of Regents.

Continuation of ARTICLE II

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 Revised School Code (the "Code") as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.

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

Continuation of ARTICLE III

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.

ARTICLE VI

The corporation is a governmental entity.

ARTICLE VII

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 VIII

Before execution of a contract ("Contract") to charter a public school academy between the corporation and the Bay Mills Community College Board of Regents (the "College Board"), the method of selection, length of term, and the number of members of the board of directors of the corporation ("Board of Directors") shall be approved by a resolution of the College Board as required by the Code.

ARTICLE IX

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 X

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 XI

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 set forth in Article II hereof). Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from federal income tax under section 115 of the IRC, or comparable provisions of any successor law.

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 College 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 XII

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

The corporation, by 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 College Board through its designee. The College Board delegates to its President the review and approval of changes or amendments to these Articles of Incorporation. In the event that a proposed change is not accepted by the President, 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.

At any time and for any reason, the College Board or an authorized designee may propose specific changes to these Articles of Incorporation or may propose a meeting to discuss potential revision. The corporation's Board of Directors may delegate to an officer of the corporation the review and negotiation of changes or amendments to these Articles of Incorporation. The Articles of Incorporation shall be amended as requested by the College Board 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 College Board or its designee and filed with the Michigan Department of Consumer and Industry Services, Bureau of Commercial Services. In addition, the corporation shall file with the amendment a copy of the College Board's or its designee's approval of the amendment.

I, the incorporator sign my name this 5th day of February, 2004.



Alex Saleh

CONTRACT SCHEDULE 2

BYLAWS

**AMENDED AND RESTATED BYLAWS
OF
FRONTIER INTERNATIONAL ACADEMY**

ARTICLE I

NAME

This organization shall be called Frontier International 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 Hamtramck, County of Wayne, 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, Commercial Services 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 16th day of April, 2013.


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 Frontier International 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, 2024, 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 Frontier International Academy.

BY: 

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

Date: April 17, 2025

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 Frontier International 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

SCHEDULE 5
DESCRIPTION OF STAFF RESPONSIBILITIES

Principal	5-2
Elementary Teacher	5-4
Middle School Teacher	5-6
Secondary School Teacher.....	5-8
Special Education Teacher.....	5-10
ELL Teacher	5-12
Instructional Coach – Grades K-5.....	5-14
Reading Specialist.....	5-16
Paraprofessional.....	5-18
Assessment Coordinator	5-20
Student Services/Advisor Coordinator	5-22
School Social Worker	5-24
School Psychologist.....	5-26
GSRP Lead Teacher.....	5-28
GSRP Associate Teacher	5-30
Occupational Therapist	5-32
Family and Community Engagement Coordinator	5-34
Administrative Assistant/Office Support Staff.....	5-36
Kitchen Aide	5-38
Custodian	5-39
Bus Driver.....	5-41
Hallway Monitor.....	5-43

Administrative Assistant/Office Support at Riverside Academy West	5-44
Family and Community Engagement Coordinator	5-45
Services Agreement	5-48

Job Description Inventory:

- Principal
- Elementary Teacher
- Middle School Teacher (Math/Science/Social Studies/ELA/Arabic/Spanish/PE/Art)
- Secondary School Teacher (Math/Science/Social Studies/ELA/Technology, Arabic/Physical Education, Art)
- Special Education Teacher
- ELL Teacher
- Instructional Coach – Grades K-5
- Reading Specialist
- Paraprofessional
- Assessment Coordinator
- Student Services/Advisor Coordinator
- School Social Worker
- School Psychologist
- GSRP Lead Teacher
- GSRP Associate Teacher
- ELL Teacher
- Instructional Coach – Grades K-5
- Reading Specialist
- Paraprofessional
- Assessment Coordinator
- Student Services/Advisor Coordinator
- GSRP Lead Teacher
- Substitute (None)
- Occupational Therapy Assistant (None)
- Occupational Therapist
- Assistant Principal (None)
- Day Care Worker (None)
- Speech Therapist (None)
- Librarian / Media Specialist
- (<https://psla.memberclicks.net/assets/docs/final-21st-century-librarian-job-description%201.pdf>)
- Administrative Assistant



Employer Information

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About Us: GEE Academies are welcoming environments that are focused on student achievement and building community. Our faculty receive excellent support through our mentor program and weekly professional development sessions.

Position: Principal at (Insert Academy) / **Location:** (City, State)

FLSA Status: Exempt / **Employment Type:** Full Time / **Reports To:** GEE Director

Minimum Experience: Entry Level / **Salary:**

Benefits: health, dental, vision, supplemental insurance and 401k retirement plan.

Purpose:

Directs the activities of the Academy to provide for the proper instruction and supervision of students in accordance with the stated mission and goals of the Academy.

Education & Job Requirements:

- Master's Degree in educational administration, curriculum and development or related field.
- Minimum of five years of experience in teaching, administration or supervision.
- Such alternatives to the above qualifications as the Academy Board may find appropriate and acceptable.
- Satisfactory criminal background check required
- All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.

Tasks:

Instruction

- Serves as the educational leader for the Academy by developing, supervising and evaluating the Academy's instructional programs and recommending such changes and improvements as may be needed, including the formulation of curriculum objectives and selection, development and revision of curriculum materials.
- Reviews all curriculum guides and materials to be distributed among instructional staff, parents, etc.
- Supervises scheduling of the curriculum, facilities, personnel and students.
- Plans, develops and supervises testing programs within the Academy to measure the effectiveness of the total educational program.

Staff

- Assists in the recruitment of qualified personnel. Recommends hiring, placement and transfer of personnel. Supervises orientation and pre-service training of new personnel.
- Provides for effective communication and relations between the administration and staff and for building staff morale. Plans and conducts staff meetings.
- Supervises and evaluates the performance of the staff and makes recommendations to GEE regarding promotion, transfer and retention of staff.

- Supervises the activities of the office administration in the areas of office management, transportation, facility and maintenance and personnel administration.
- Plays a significant leadership role in fostering professional growth and providing professional assistance to staff as required.

Students

- Develops and supervises the implementation of an Academy-wide code of conduct and behavior to ensure the safety, proper discipline and conduct of students at all times.
- Plans and carries out an effective guidance and counseling program to meet the goals of the Academy.
- Organizes and supervises new pupil registration.
- Plans, develops and coordinates Academy-wide system of health services, including scheduling physical examinations of visual, hearing and other health-related concerns.
- Establishes effective liaisons with the various offices, agencies and institutions within the community that may provide specialized or professional help to students and their parents.
- Supervises the maintenance of accurate student and personnel records, including attendance, grades, etc.
- Ensures adequate communications with parents regarding student performance and conduct, Academy policies and procedures, activities, etc., through report cards, conferences, newsletters and other means.
- Reviews and evaluates Academy programs, facilities and activities to ensure compliance with state and local regulations.
- Assists in the development and monitoring of Academy policies and administrative rules and procedures.
- Oversees the activities and operation of the Academy's Parent Organization.

Miscellaneous

- Provides the Academy Board with a Principal's report at every Academy Board meeting and any other reports requested by the Academy Board.
- Performs such other duties as may be assigned.

Supervisory/Responsibilities

- Carries out supervisory responsibilities in accordance with the policies of the Academy Board and applicable law. These responsibilities include, but are not limited to, interviewing, hiring and training employees; planning, assigning and directing work; appraising staff performance; rewarding and disciplining employees; addressing complaints and resolving problems.

Physical Requirements:

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.

This document is intended to describe the general nature and level of the work performed by those assigned to this position. This is not an exhaustive list of all duties and responsibilities. Administration reserves the right to amend or change responsibilities to meet business and organizational needs as necessary.



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About Us: GEE Academies are welcoming environments that are focused on student achievement and building community. Our faculty receive excellent support through our mentor program and weekly professional development sessions.

Position: Elementary Teacher at (insert academy name) / **Location:** (insert location)

FLSA Status: Exempt / **Employment Type:** Full Time / **Reports To:** Academy Principal

Minimum Experience: Entry Level / **Salary:**

Benefits: health, dental, vision, supplemental insurance, merit pay bonus and 401k retirement plan.

Purpose:

Provide effective elementary classroom instruction for pupils as well as manage the materials and resources used for educating them. Educator is responsible for managing student behavior for the purpose of providing a safe and optimal learning environment.

Education & Job Requirements:

- Bachelor's Degree required
- Meet applicable State certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification requirements as defined by the Michigan State Board of Education. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Satisfactory criminal background check required

Tasks:

A GEE teacher skillfully demonstrates:

- the strong desire and ability to achieve outstanding student achievement results in a short amount of time;
- the strong desire and ability to build meaningful, caring relationships with students in order to exert academic influence;
- the skill and willingness to leverage the student support network to ensure that students' social, emotional, nutritional and health needs are addressed;
- the ability to motivate students and influence their behaviors;
- the willingness and capacity to hold ongoing instructional-specific conversations designed to focus conversations and efforts on improving student learning;
- the ability to collaboratively create and execute clear, logical instructional plans that produce strong results in student learning;
- the commitment to coordinate instruction within and across grade levels;
- the aptitude to discuss subject specific content instruction and the drive to try out new ideas to improve student learning;
- the capacity to align curriculum, instruction and assessments while responding to the individual needs of students;
- the competence to collect and analyze data to inform instructional decisions;
- the ability and desire to design and utilize formative assessments to modify and adjust instruction on a daily basis;
- the skill to implement a tiered system of instruction within the classroom to meet the needs of all students;



- the ability to help create and thrive in a professional environment that is one of mutual respect, teamwork, and accountability;
- the ability to seek out knowledgeable peers, coaches or administrators for instructional support in the never-ending quest to deliver the vision of high quality subject-specific instruction in every class period every day

A GEE teacher has the confidence to lead and possesses the following competencies to:

- prioritize student-learning needs over the customs, routines, and established relationships that can stand in the way of necessary change;
- achieve results by taking risks and reflecting and acting on lessons learned;
- maintain his/her drive for results by demonstrating persistence, directness, and the ability to monitor and plan ahead;
- commit to the relentless pursuit of increasing student learning; and
- skillfully challenge the status quo.

Physical Requirements:

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.

This job post is intended to describe the general nature and level of the work performed by those assigned to this position. This is not an exhaustive list of all duties and responsibilities. Administration reserves the right to amend or change responsibilities to meet business and organizational needs as necessary.



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Position: Middle School Teacher (Math, Science, Social Studies, ELA, Technology, Arabic, Physical Education, Art) at (insert academy) / **Location:** (insert location)

FLSA Status: Exempt / **Employment Type:** Full Time / **Reports To:** Academy Principal

Minimum Experience: Entry Level / **Salary:**

Benefits: health, dental, vision, supplemental insurance, merit pay bonus and 401k retirement plan.

Purpose:

Provide effective middle school classroom instruction in (subject) for pupils as well as manage the materials and resources used for educating them. Educator is responsible for managing student behavior for the purpose of providing a safe and optimal learning environment.

Education & Job Requirements:

- Bachelor's Degree required
- Meet applicable State certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification requirements as defined by the Michigan State Board of Education. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Satisfactory criminal background check required

Tasks:

A GEE teacher skillfully demonstrates:

- the strong desire and ability to achieve outstanding student achievement results in a short amount of time;
- the strong desire and ability to build meaningful, caring relationships with students in order to exert academic influence;
- the skill and willingness to leverage the student support network to ensure that students' social, emotional, nutritional and health needs are addressed;
- the ability to motivate students and influence their behaviors;
- the willingness and capacity to hold ongoing instructional-specific conversations designed to focus conversations and efforts on improving student learning;
- the ability to collaboratively create and execute clear, logical instructional plans that produce strong results in student learning;
- the commitment to coordinate instruction within and across grade levels;
- the aptitude to discuss subject specific content instruction and the drive to try out new ideas to improve student learning;
- the capacity to align curriculum, instruction and assessments while responding to the individual needs of students;
- the competence to collect and analyze data to inform instructional decisions;
- the ability and desire to design and utilize formative assessments to modify and adjust instruction on a daily basis;

- the skill to implement a tiered system of instruction within the classroom to meet the needs of all students;
- the ability to help create and thrive in a professional environment that is one of mutual respect, teamwork, and accountability;
- the ability to seek out knowledgeable peers, coaches or administrators for instructional support in the never-ending quest to deliver the vision of high quality subject-specific instruction in every class period every day

A GEE teacher has the confidence to lead and possesses the following competencies to:

- prioritize student-learning needs over the customs, routines, and established relationships that can stand in the way of necessary change;
- achieve results by taking risks and reflecting and acting on lessons learned;
- maintain his/her drive for results by demonstrating persistence, directness, and the ability to monitor and plan ahead;
- commit to the relentless pursuit of increasing student learning; and
- skillfully challenge the status quo.

Physical Requirements:

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.

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Position: Secondary School Teacher (Math, Science, Social Studies, ELA, Technology, Arabic, Physical Education, Art) at (insert academy) / **Location:** (insert location)

FLSA Status: Exempt / **Employment Type:** Full Time / **Reports To:** Academy Principal

Minimum Experience: Entry Level / **Salary:**

Benefits: health, dental, vision, supplemental insurance, merit pay bonus and 401k retirement plan.

Purpose:

Provide effective secondary school classroom instruction in (subject) for pupils as well as manage the materials and resources used for educating them. Educator is responsible for managing student behavior for the purpose of providing a safe and optimal learning environment.

Education & Job Requirements:

- Bachelor's Degree required
- Meet applicable State certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification requirements as defined by the Michigan State Board of Education. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Satisfactory criminal background check required

Tasks:

A GEE teacher skillfully demonstrates:

- the strong desire and ability to achieve outstanding student achievement results in a short amount of time;
- the strong desire and ability to build meaningful, caring relationships with students in order to exert academic influence;
- the skill and willingness to leverage the student support network to ensure that students' social, emotional, nutritional and health needs are addressed;
- the ability to motivate students and influence their behaviors;
- the willingness and capacity to hold ongoing instructional-specific conversations designed to focus conversations and efforts on improving student learning;
- the ability to collaboratively create and execute clear, logical instructional plans that produce strong results in student learning;
- the commitment to coordinate instruction within and across grade levels;
- the aptitude to discuss subject specific content instruction and the drive to try out new ideas to improve student learning;
- the capacity to align curriculum, instruction and assessments while responding to the individual needs of students;
- the competence to collect and analyze data to inform instructional decisions;
- the ability and desire to design and utilize formative assessments to modify and adjust instruction on a daily basis;

- the skill to implement a tiered system of instruction within the classroom to meet the needs of all students;
- the ability to help create and thrive in a professional environment that is one of mutual respect, teamwork, and accountability;
- the ability to seek out knowledgeable peers, coaches or administrators for instructional support in the never-ending quest to deliver the vision of high quality subject-specific instruction in every class period every day

A GEE teacher has the confidence to lead and possesses the following competencies to:

- prioritize student-learning needs over the customs, routines, and established relationships that can stand in the way of necessary change;
- achieve results by taking risks and reflecting and acting on lessons learned;
- maintain his/her drive for results by demonstrating persistence, directness, and the ability to monitor and plan ahead;
- commit to the relentless pursuit of increasing student learning; and
- skillfully challenge the status quo.

Physical Requirements:

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.

This job post is intended to describe the general nature and level of the work performed by those assigned to this position. This is not an exhaustive list of all duties and responsibilities. Administration reserves the right to amend or change responsibilities to meet business and organizational needs as necessary.



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Position: Special Education Teacher at (insert academy name) / **Location:** (insert location)

FLSA Status: Exempt / **Employment Type:** Full Time / **Reports To:** Academy Principal

Minimum Experience: Entry Level / **Salary:**

Benefits: health, dental, vision, supplemental insurance, merit pay bonus and 401k retirement plan.

Purpose:

Provide effective instruction for pupils who have a variety of disabilities as well as manage the materials and resources used for educating them. Educator is responsible for managing student behavior for the purpose of providing a safe and optimal learning environment.

Education & Job Requirements:

- Bachelor's Degree required
- Meet applicable State certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification requirements as defined by the Michigan State Board of Education. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Satisfactory criminal background check required

Tasks:

- Works with children with mild to moderate disabilities, using the general education curriculum, or modifying it, to meet the child's individual needs.
- Assists in the development of IEPs for each special education student.
- Coordinates the work of teachers, Paraprofessionals and related contracted personnel, such as therapists and Social Worker, to meet the individualized needs of the students within inclusive special education programs.
- Participates in Child Study Team meetings.

Record Keeping

- Keeps attendance and progress records as required by the MDE.
- Attends and participates in IEP/504 meetings.
- Reviews the IEP with the student's parents, school administrators and the student's general education teacher.
- Works closely with parents to inform them of their child's progress and suggests techniques to promote learning at home.

Discipline & Counseling

- Teaches and enforces Academy rules of conduct and behavior.
- Maintains order in classroom.
- Maintains classroom in a neat and clean manner.
- Counsels students when emotional or academic problems arise.

Other



- When students need special accommodations in order to take a test, ensures that appropriate ones are provided.
- Designs and teaches appropriate curricula; assigns work geared toward each student's needs and abilities; grades papers and homework assignments.
- Assists general educators in the adaption of curriculum materials and teaching techniques to meet the needs of students with disabilities.
- Attends staff meetings and other Academy-related events and activities.
- Participates in in-service training as assigned. Attends conferences and seminars and presents information to staff.
- Performs other duties as may be assigned.

Physical Requirements:

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.

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Employer Information

Global Educational Excellence

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About Us: GEE Academies are welcoming environments that are focused on student achievement and building community. Our faculty receive excellent support through our mentor program and weekly professional development sessions.

Position: ELL Teacher at (insert academy name) / **Location:** (insert location)

FLSA Status: Exempt / **Employment Type:** Full Time / **Reports To:** Academy Principal

Minimum Experience: Entry Level / **Salary:**

Benefits: health, dental, vision, supplemental insurance, merit pay bonus and 401k retirement plan.

Purpose:

Provide effective ELL classroom instruction support for pupils as well as manage the materials and resources used for educating them. Educator is responsible for managing student behavior for the purpose of providing a safe and optimal learning environment.

Education & Job Requirements:

- Bachelor's Degree required
- Meet applicable State certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification requirements as defined by the Michigan State Board of Education. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Satisfactory criminal background check required

Tasks:

Essential Duties and Responsibilities:

- Carries out assessments of students' needs using the WIDA test/screener.
- Assesses students' progress based on classroom and teacher observations.
- Participates in Child Study Team meetings.
- Provides mainstream language support in the child's classroom.
- Co-operates with bilingual Paraprofessionals in working with the child in the mainstream classroom.
- Facilitates home/school liaison between staff and parents.
- Drafts and reviews institutional policies relating to the education of students with English as a second language.

Record Keeping

- Works with enrollment staff in proper identification of Limited English Proficiency students.
- Maintains records of individual student's progress during their three years in the ELL Program.

Discipline & Counseling

- Teaches and enforces Academy rules of conduct and behavior.
- Maintains order in classroom.
- Maintains classroom in a neat and clean manner.
- Reports needed repairs and maintenance to the Administrative Office.

Other



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- Attends staff meetings and other Academy-related events and activities.
- Participates in in-service training as assigned. Attends conferences and seminars and presents information to staff.
- Performs other duties as may be assigned.

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About Us: GEE Academies are welcoming environments that are focused on student achievement and building community. Our faculty receive excellent support through our mentor program and weekly professional development sessions.

Position: Instructional Coach – Grades K-5 at (insert academy name) / **Location:** Traveling locally required.

FLSA Status: Exempt / **Employment Type:** Full Time / **Reports To:** Director of Curriculum and Instruction

Minimum Experience: Entry Level / **Salary:**

Benefits: health, dental, vision, supplemental insurance, merit pay bonus and 401k retirement plan.

Purpose:

The K-5 Instructional Coach position is an excellent opportunity for an experienced coach or classroom teacher who possesses special expertise in elementary education instruction and curriculum. The primary responsibility of the K-5 Instructional Coach is to work with teachers providing instructional support including curricular unit planning, co-teaching/modeling, data dissemination, creation of assessments as well as providing professional development opportunities to raise student achievement. To provide coaching and support to deepen teacher content knowledge and strengthen instruction.

The K-5 Instructional Coach will develop teacher growth goals aligned to the Danielson Instructional Framework in collaboration with the building principal. A primary goal of the K-5 Instructional Coach position is to build capacity for expert elementary instruction in every classroom.

Education & Job Requirements:

- Bachelor's Degree required, Masters preferred.
- Minimum of five years of successful teaching experience.
- Meet applicable State certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification requirements as defined by the Michigan State Board of Education. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Satisfactory criminal background check required.

Qualifications

- Deep knowledge of the new Michigan state curriculum frameworks
- Strong content and pedagogical knowledge in mathematics, science and ELA
- Demonstrated teaching expertise in elementary education
- Experience with standards-based assessment and effective use of student data
- Demonstrated ability to work collaboratively and effectively with teachers
- Experienced in providing high-quality professional development for teachers
- Experienced in communicating with parents/guardians about how children learn science

Essential Attributes

- Holds an unwavering belief that every student can grow and succeed
- Is able to work collaboratively and flexibly as part of a building team
- Has a strong work ethic, is self-directed, and has the ability to work independently
- Self-reflects and accepts feedback with a growth mindset

Responsibilities

Coaching – Building Capacity

- Works with teachers one-on-one and in small groups to plan a unit/ sequence of lessons based on the Michigan Standards; assists teachers in implementing research-based instructional strategies, choosing a variety of materials, implementing curriculum with fidelity and including literacy objectives in learning experiences
- Introduces best practices in the area of elementary education through demonstration lessons, co-teaching, co-planning, peer observation, study groups, and professional development workshops
- Builds teacher capacity to interpret and use a range of assessment tools to plan lessons and address individual student needs
- Articulates goals, practices and district vision for excellence in core content areas as needed for staff and parents
- Meets frequently with the Principal to analyze data, complete Instructional Rounds, and discuss next steps for school-based professional development that supports growth
- Engages in advanced training opportunities designed to strengthen content knowledge, pedagogy, and coaching skills
- Meets with other instructional coaches to share information and best practices
- Supports the school data team in monitoring progress toward meeting grade-level and school wide goals
- Provides leadership in preparing and disseminating assessment data
- Other duties as assigned by Director of Curriculum and Instruction
- Performs other duties as may be assigned

Physical Requirements:

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Position: Reading Specialist at (insert academy name) / **Location:**

FLSA Status: Exempt / **Employment Type:** Full Time / **Reports To:** Academy Principal

Minimum Experience: Entry Level / **Salary:**

Benefits: health, dental, vision, supplemental insurance, merit pay bonus and 401k retirement plan.

Purpose:

Design effective instructional programs to teach students with reading difficulties. Assist teachers in designing a variety of individualized and group instructional interventions or programs for students with reading problems.

Education & Job Requirements:

- Bachelor's Degree required
- Meet applicable State certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification requirements as defined by the Michigan State Board of Education. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Satisfactory criminal background check required

Tasks:

- Provide intensive one-on-one literacy support to students. Also provide literacy support to students through small group instruction and co-teaching in classrooms based on the identified needs of students.
- Develop and maintain daily written lesson plans based on student's needs, interests and abilities administering tests to random sample students
- Develop and maintain accurate records of student progress indicative of an ongoing evaluation process as required by the Individual Reading Instruction Plan.
- Interact and communicate with the classroom teachers of students participating in solving classroom and school problems and seeking resolutions through appropriate channels.
- Perform other duties and responsibilities incidental to the position or as assigned by the principal.

Record Keeping

- Develop and maintain accurate records of student progress indicative of an ongoing evaluation process as required by the Individual Reading Instruction Plan.
- Complete required teacher/administrative reports promptly and accurately.

Discipline & Counseling

- Teach and enforce Academy rules of conduct and behavior.
- Maintain order in classroom.
- Maintain classroom in a neat and clean manner.
- Report needed repairs and maintenance to the Administrative Office.



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Other

- Attend staff meetings and other Academy-related events and activities.
- Participate in in-service training as assigned. Attend conferences and seminars and present information to staff.

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Position: Paraprofessional at (Insert Academy) / Location: (City, State)

FLSA Status: Non-Exempt / Employment Type: Part-Time / Reports To: Academy Principal

Minimum Experience: Entry Level / Salary:

Benefits: supplemental insurance options and 401k retirement plan.

Purpose:

- The primary focus of the paraprofessional is to assist in classroom instruction and management under the direction and supervision of the teacher.

Education & Job Requirements:

- Complete at least two years of study at an institution of higher education (equal to 60 semester hours); or
- Obtain an associate's degree (or higher); or Meet a rigorous standard of quality and demonstrate, through passage of an approved formal state academic assessment in the following areas:
 - Knowledge of, and the ability to assist in, instructing reading, writing, and mathematics; or
 - Knowledge of, and the ability to assist in, instructing reading readiness, writing readiness, and mathematics readiness, as appropriate.
- The State Board of Education approved the following formal assessments by which a paraprofessional may choose to demonstrate this knowledge:
 - Passing the Basic Skills Examination
 - A passing score of at least 480 on the evidence-based reading and writing section of the SAT and 530 on the mathematics section in lieu of the Basic Skills Test or Professional Readiness Exam
 - ETS Parapro Assessment of a passing score of 460 is required
- Satisfactory criminal background check required

Tasks:

Curriculum

- Assists teacher in preparing lesson plans.
- Instructs, demonstrates and uses audiovisual teaching aids to present subject matter to class, at the direction and under supervision of the teacher.
- Assigns lessons and listens to oral presentations, at the direction and under supervision of the teacher.
- Provide one-on-one tutoring if such tutoring is scheduled at a time when a student would not otherwise receive instruction from a teacher.
- Assists teacher in coordinating and supervising class field trips.
- Assists students with test preparation.
- Encourages level of learning.

Record Keeping

- At the direction of the classroom teacher.

Discipline & Counseling



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- Teaches and enforces Academy rules of conduct and behavior.
- Maintains order in classroom, playground, hallway and lunchroom.
- Assists teacher in maintaining classroom in a neat and clean manner.
- Reports needed repairs and maintenance to the Administrative Office.
- Counsels students when emotional or academic problems arise.
- Communicates with teachers regarding students at risk.

Other

- Assists teacher in coordinating the work of volunteers in classroom.
- Assist teacher with translations.
- Provide support in a library or media center
- Attends staff meetings and other Academy-related events and activities.
- Participates in in-service training as assigned. Attends conferences and seminars and presents information to staff.
- Performs other duties as may be assigned.

Physical Requirements:

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About Us: GEE Academies are welcoming environments that are focused on student achievement and building community. Our faculty receive excellent support through our mentor program and weekly professional development sessions.

Position: Assessment Coordinator at (Insert Academy) / **Location:** (City, State)

FLSA Status: Exempt / **Employment Type:** Full Time / **Reports To:** Principal

Minimum Experience: Entry Level / **Salary:**

Benefits: health, dental, vision, supplemental insurance and 401k retirement plan.

Purpose:

The Assessment Coordinator is responsible for coordinating, planning and organizing all aspects of the Academy's assessment program including common assessments, state and national standardized testing; performing initial analyses and interpretation of test results; and serving as liaison to testing agencies, administration and faculty.

Education & Job Requirements:

- Master's Degree in related education field or curriculum and development
- Minimum of three years of experience in teaching, administration or supervision.
- Such alternatives to the above qualifications as the Academy Board may find appropriate and acceptable.
- Satisfactory criminal background check required

Tasks:

- Provide leadership and assistance to the GEE Assessment Director and building administration to develop and implement District assessment goals, determine effectiveness of assessments and identify areas for improvement to ensure compliance with goals and objectives.
- Work collaboratively with principal and teachers to develop and evaluate common assessments to ensure their quality and effectiveness in driving instruction to meet the needs of all learners and identify areas for improvement.
- Analyze and interpret assessment results in order to assist principal and teachers to develop, plan and implement instructional strategies.
- Utilize assessment data to identify achievement gaps for sub-groups of students and assist principal and teachers in improved learning opportunities for these students.
- Coordinate scheduling and administration of all required state and national standardized testing; ensure proper handling, distribution and security of testing materials and recording of test scores.
- Design and implement procedures for administering tests and develop written resource materials.
- Work with teachers and principal to utilize systems to manage and analyze data by student, grade level, school and District.
- Serve as Academy resource person to administrators and teachers on all aspects of assessment.
- Develop charts and graphs to explain data and make comparisons in a meaningful way; present reports to Board of Education, principal and other groups as required.
- Attend meetings, workshops or conferences, study professional literature to maintain current knowledge of the latest trends and research on the appropriate and most effective use of assessment in the Academy's instructional program and on rules and procedures required to ensure the integrity of testing.
- Other duties as assigned.



Physical Requirements:

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Position: Student Services/Advisor Coordinator at (Insert Academy) / **Location:** (City, State)

FLSA Status: Exempt / **Employment Type:** Full Time / **Reports To:** Principal

Minimum Experience: Entry Level / **Salary:**

Benefits: health, dental, vision, supplemental insurance and 401k retirement plan.

Purpose:

The position is responsible for assisting the school principal in the leadership, coordination, supervision and management of the school program and operation.

Education & Job Requirements:

- Master's Degree in educational administration, curriculum and development or related field.
- Minimum of three years of experience in teaching, administration or supervision.
- Such alternatives to the above qualifications as the Academy Board may find appropriate and acceptable.
- Satisfactory criminal background check required
- All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.

Tasks:

- Assist with supervision and evaluation of teachers and staff
- Oversee student test administration and coordination of all logistics including organization of assessment materials and scheduling
- Maintain all site-based data in electronic databases; monitor recordkeeping procedures and data files for accuracy
- Share responsibility for the overall safety and well-being of the students
- Assist with discipline enforcement
- Maintain accurate records and prepare written reports
- Handle classroom and school site discipline
- Provide interventions for student discipline issues
- Monitor student attendance and process information for the purpose of ensuring student compliance
- Meet and communicate with parents
- Escort students to the office when assistance is requested by school staff
- Reports all incidents that occur in the assigned school
- Assist school staff in enforcing school-wide management procedures (CHAMPS)
- Monitor arrival and dismissal times
- Monitor student activity in the hallway and cafeteria
- Draw up agreed upon action plans with learners, outlining the aims of student mentoring and monitoring their progress
- Setting up clubs and after school clubs as well as running extracurricular activities



Physical Requirements:

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Position: School Social Worker at (Insert Academy) / **Location:** (City, State)

FLSA Status: Exempt / **Employment Type:** Full Time / **Reports To:** Academy Principal

Minimum Experience: Entry Level / **Salary:**

Benefits: health, dental, vision, supplemental insurance and 401k retirement plan.

Purpose:

The primary focus of the school social worker is to assist students whose emotional/social problems interfere with their ability to obtain maximum benefit from the educational program. The social worker may also act as a liaison between parents/guardians, school, and public or private agencies responsible for student care and services in order to assist parents in taking advantage of services available in the school and community.

Education & Job Requirements:

- Master's Degree in School Social Work
- Preferred 1 or more years of experience as a school social worker.
- Must qualify to obtain a temporary 310 approval letter or full approval as a school social worker.
- Must have a limited or be fully licensed.

Tasks:

- Conducts social work evaluations with students suspected of having emotional/behavioral problems which may qualify them for special education services.
- Participates in the Multi-Disciplinary Team meeting to review the results of a social work evaluation and makes a recommendation relative to eligibility in the special education category of emotional impairment.
- Participates in the Individual Educational Planning Team (IEPT) meeting to identify the amount of social work support a student may require and develops annual goals/short-term instructional objectives related to the social/emotional needs of an eligible student.
- Provides social work services as described in the IEP related to specific goals and objectives and provides written evaluations on student progress.
- Conducts functional behavior assessments and writes behavior intervention plans in cooperation with IEPT members.
- Provides training for staff and assists staff in carrying out behavior intervention plans.
- Maintains appropriate confidential records for each student served.
- Develops and plans activities with general education and collaborative teachers to facilitate inclusion of special education students with behavior problems in the general education classroom.
- Mentors social workers eligible for temporary approval as a school social worker during their first year of employment.
- Duties related to providing general social work services on a school-wide basis:
 - Provides pre-referral consultation to teachers and school leaders regarding students with behavior/adjustment issues and joins the child study team when students with behavior problems are referred for interventions.



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- o Provides consultation to parents/guardians regarding family and community adjustment and utilization of community resources.
- o Assists teachers and provides training related to classroom management skills.
- o Serves as a liaison between the school and community service agencies.
- o Makes home visits for family consultation and evaluation.
- o Assists school teams in developing and carrying out crisis response plans.
- o Assists staff and parents in adjusting to crises/trauma.
- o Assists the school team in developing and implementing school-wide behavior intervention strategies.
- o Provides social skills training as part of school-wide behavior intervention strategies

Physical Requirements:

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Position: School Psychologist at (Insert Academy) / **Location:** (City, State)

FLSA Status: Exempt / **Employment Type:** Full Time / **Reports To:** Academy Principal

Minimum Experience: Entry Level / **Salary:**

Benefits: health, dental, vision, supplemental insurance and 401k retirement plan.

Purpose:

The school psychologist will be an integral part of the Special Education team. The psychologist will facilitate learning and help promote cognitive, personal, and social development and well-being of all students on the caseload. The position will consist of working with students and consultation to parents, the psychologist will work collaboratively towards program development, and must be able to communicate effectively with students, parents, administrators, and colleagues.

Education & Job Requirements:

- Master's Degree or Doctorate in Educational/School Psychology
- Entry level and new graduates are welcome to apply
- Must have Valid State License, Certification, Credentials
- Satisfactory criminal background check required

Tasks:

- Participates in the Multi-Disciplinary Team meeting to review the results of a social work evaluation and makes a recommendation relative to eligibility.
- Participates in the Individual Educational Planning Team (IEPT) meetings.
- Provide school psychological services to any pupil.
- Collaborate with staff in planning educational intervention, curriculum, behavioral management, and teaching strategies.
- Consult, counsel, and collaborate with pupils, parents, school personnel, and appropriate outside personnel regarding mental health, behavioral, and educational concerns utilizing psychological principles.
- Provide psychological evaluation for pupils referred as candidates for special education programs and provide reports to the appropriate educational authority.
- Perform systematic direct observations of pupils.
- Administer tests which may include intelligence, achievement, personality, adaptive behavior, and perceptual-motor tests.
- Interpret the psychological and other diagnostic data for professionals, parents, pupils, and appropriate others.
- Collaborate in program planning and evaluation services for decision-making purposes.
- Other duties

Physical Requirements:



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Position: GSRP Lead Teacher at (Insert Academy) / **Location:** (City, State)

FLSA Status: Exempt / **Employment Type:** Full Time / **Reports To:** Preschool Director

Minimum Experience: Entry Level / **Salary:**

Benefits: Health, Dental, Vision, Supplemental insurance options and 401k retirement plan.

Purpose:

The Great Start Readiness Program (GSRP) Teacher is responsible for all aspects of planning, assessing, and instructing 4-year olds, based on the needs of each child, and the requirements of the GSRP grant. The teacher is also responsible for maintaining program quality and documentation as outlined in the GSRP implementation Manual, Preschool Program Quality Assessment (PQA), and State/DHHS licensing guidelines.

Education & Job Requirements:

- Valid Michigan teaching certificate with early childhood (ZA or ZS) endorsement or Bachelor's degree in early childhood.
- Satisfactory criminal background check required
- Certification in CPR and first Aid.

Tasks:

Preferred Qualifications:

- Teaching experience with early childhood/ preschool children, particularly with at-risk children.
 - Training and experience with research-based preschool curricula with knowledge of early childhood standards of Quality for Pre-K (ECSQ-PK).
 - Certification in CPR and First Aid
 - Knowledge of current research on early childhood literacy
 - Knowledge of the Preschool Program Quality Assessment (PQA) and its relationship to quality experiences for young children.
 - Skill in providing effective learning experiences that foster academic growth in a developmentally appropriate manner.
 - Work well with diverse families and engage parents as full partners in their child's learning
 - Ability to act as a resource person for families
 - Strong communication and interpersonal skills to effectively interact with students, parents, and teachers
- Monitor the development of each child's skill using the COR assessment tool.

Responsibilities:

- Implement developmentally-appropriate instruction for children using research-based curriculum
- Follow the daily schedule as outlines in the curriculum and GSRP guidelines
- Conduct screening and ongoing assessment of children and provide age-appropriate instructional support

- Meet with Early childhood specialist as needed to ensure quality programming and maintain a high-level PQA rating
- Attend staff meetings, workshops, and other scheduled program activities as requested
- Consider the associate teacher an essential member of the teaching team
- Collaborate with the associate teacher in planning, team meetings, troubleshooting, and decision making
- Empower the associate teacher to monitor behavior and support the educational process in the classroom
- Participate in home visits with associate teacher to partner with parents to meet the educational needs of their children
- Organize and maintain records for grant and licensing purposes
- Create and update anecdotal records for grant and licensing purposes
- Complete required progress reports and other paperwork
- Participate in district recruitment efforts, including open houses and round ups, and assist in student selection
- Maintain inventory of classroom equipment, materials, and supplies
- Schedule parent/family activities
- Develop newsletters and informational materials for families
- Able to work Flexible hours as needed for family involvement activities, including homes visits, recruitment events, open house
- Perform other duties as assigned

Physical Requirements:

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Position: GSRP Associate Teacher at (Insert Academy) / **Location:** (City, State)

FLSA Status: Exempt / **Employment Type:** Part Time / **Reports To:** Preschool Director

Minimum Experience: Entry Level / **Salary:**

Benefits: Supplemental insurance and 401k retirement plan.

Purpose:

The GSRP Associate Teacher is responsible for working as a team member in providing a quality educational program for preschool children in planning, assessing, instructing students, maintaining required records, following grant compliance and licensing guidelines under the supervision of the lead teacher.

Education & Job Requirements:

- Associate's degree in early childhood education or child development or the equivalent; or a valid classroom CDA credential required.
- Satisfactory criminal background check required
- Certification in CPR and first Aid.

Tasks:

Preferred Qualifications:

- Experience in working with preschool children, particularly with at-risk children.
- Familiarity with research-based preschool curricula and preschool program quality assessment (PQA)
- Ability to be self-directed and take initiative when given a variety of task and responsibilities.
- Strong communication and interpersonal skills to effectively interact with students, parents, and teachers.
- Ability to work well with diverse families
- Ability to act as a resource person for families
- Outgoing, caring personality.

Responsibilities:

- Work as a team member in providing a quality educational preschool program
- Assist in planning, implementing, and monitoring curriculum and assessment
- Assist in establishing parent involvement activities
- Assist in home visits
- Assist in all daily operations of the program
- Work with individual and small groups of students
- Support children's emotional and social development, encouraging understanding of others and positive self-concepts
- Assist children with personal health care needs
- Work collaboratively and communicate with the classroom teachers to implement lessons plans, activities, and classroom tasks

- Assist lead teacher with monitoring behavior and supporting the educational process in the classroom
- Observe students' performance and record relevant data to assess progress
- Collect and document data regarding the student(s)
- Maintain accurate and complete student records
- Supervise students in classrooms, halls, cafeterias, and/or playground
- Participate in training and on-going professional development
- Monitor the development of each child's skill using COR assessment tool
- Inputting COR notes
- Able to work Flexible hours as needed for family involvement activities, including homes visits, recruitment events, open house
- Perform other duties as assigned

Physical Requirements:

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.

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Employer Information

Global Educational Excellence

2455 S. Industrial Hwy.

Ann Arbor, MI 48104

www.careers.gee-edu.com

P: 734.369.9500 / F: 734.369.9499 / Email: hr@gee-edu.com

About Us: GEE Academies are welcoming environments that are focused on student achievement and building community. Our faculty receive excellent support through our mentor program and weekly professional development sessions.

Position: Occupational Therapist at (Insert Academy) / **Location:** (City, State)

FLSA Status: Exempt / **Employment Type:** Full Time / **Reports To:** Academy Principal

Minimum Experience: Entry Level / **Salary:**

Benefits: health, dental, vision, supplemental insurance and 401k retirement plan.

Purpose: Evaluates, plans and supports instruction for students within educational, occupational, and community settings. Works with and instructs classroom staff, related services staff, and parents in sensory-motor, fine motor, and functional living.

Education and Job Requirements:

- Minimum of an earned Bachelor's Degree in Occupational Therapy
- Knowledge of occupational therapy principles, theory, methods and evidence-based practice as they relate to children.
- An Occupational Therapy license from the Michigan Department of Licensing and Regulatory Affairs Board of Occupational Therapists
- Satisfactory criminal background check required
- Certification in CPR and first Aid.

Tasks:

- Demonstrates a strong commitment to equity, social justice, and inclusion in all practices and position responsibilities.
- Demonstrates the ability to examine how his/her/their position (directly or indirectly) impacts educational inequities in student achievement outcomes.
- Engages in reflection and ongoing learning and development on critical concepts and terms identified in the Washtenaw ISD Educational Equity Policy including concepts such as cultural proficiency, racial equity, and systemic and structural inequities.
- Participates in the Individual Educational Planning Team process.
- Evaluates individual student's present level of performance and need for therapeutic intervention in the fine motor, sensory motor, and functional living areas.
- Recommends Occupational Therapy services based on the student's educational needs.
- Develops and implements a classroom-based program in conjunction with classroom staff in the areas of fine motor, sensory motor, and functional living skills.
- Observes safety precautions in all student activities.
- Maintains progress records and administrative reports.
- Conducts formal and informal in-services to classroom and related services staff and parents.
- Participates in home programming as needed.
- Participates in relevant meetings/appointments outside the school setting when related to individual student needs. This may include group home meetings, hospital appointments, etc.
- Works as a liaison between staff, parents, and students and on-site consultants with regard to orthopedic and medical concerns.



- Participates in system-wide intervention which impacts on the total school program. This would include such committee work as curriculum, school improvement, etc.
- Adheres to district policies and procedures.
- Attends staff meetings and other required meetings.
- Assists in the planning and implementation of "clinics" utilizing outside consultants.
- Designs, orders, and maintains adaptive equipment as needed by individual students.
- Maintains supplies and equipment in working order and performs routine tasks as requested.
- Reports faulty equipment.
- Regular predictable attendance.
- AND OTHER DUTIES THAT MAY BE ASSIGNED.

Physical Requirements:

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.

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About Us: GEE Academies are welcoming environments that are focused on student achievement and building community. Our faculty receive excellent support through our mentor program and weekly professional development sessions.

Position: Family and Community Engagement Coordinator at (Insert Academy) / **Location:** (City, State)

FLSA Status: Exempt / **Employment Type:** Full Time / **Reports To:** Academy Principal

Minimum Experience: Entry Level / **Salary:**

Benefits: health, dental, vision, supplemental insurance and 401k retirement plan.

Purpose:

Coordinates, organizes and heads efforts to represent the Academy and GEE favorably in the community. Plans programs that promote good will and fosters relationships with community leaders for establishing and maintaining partnerships. Supports families of current and prospective students at the assigned Academy through programs and involvement opportunities. Potentially supervises the charitable contributions, including coordinating the approval process, screening requests for financial support, and directing the disbursement of funds. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected.

Education & Job Requirements:

- Bachelors' Degree in related field.
- Minimum of 2-3 years of experience in outreach, public relations, fundraising and program management.
- Such alternatives to the above qualifications as the Academy Board may find appropriate and acceptable.
- Satisfactory criminal background check required

Tasks:

- Works in partnership with community organizations, corporate partners, GEE and academy staff to develop and implement programs that promote GEE, its academies and programs.
- Develops and promotes community relations opportunities that support the Academy, families and students.
- Represents the assigned academy at community meetings.
- Works with departments, GEE academies, community partners and family school organizations to develop community relations plans and promote new and ongoing initiatives.
- Works with community organizations, corporations, GEE, GEE Academies and community coalitions to develop programs, events and new initiatives that promote marketing and community relations objectives.
- Other duties as assigned

Physical Requirements:

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.

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About Us: GEE Academies are welcoming environments that are focused on student achievement and building community. Our faculty receive excellent support through our mentor program and weekly professional development sessions.

Position: Administrative Assistant / Office Support Staff at (Insert Academy) / **Location:** (City, State)

FLSA Status: Non-Exempt / **Employment Type:** Part-Time / **Reports To:** Academy Principal

Minimum Experience: Entry Level / **Salary:**

Benefits: supplemental insurance options and 401k retirement plan.

Purpose: The primary focus of the administrative assistant or office support staff is to perform secretarial and administrative functions for the Academy staff and community consistent with the goals and principles of the Academy.

Education & Job Requirements:

- High School Diploma or GED, Associates Degree preferred.
- At least two years of experience as an administrative assistant, preferably in a school setting.
- Satisfactory criminal background check required

Tasks:

State and Federal Requirements:

- Maintains Next K12 attendance and grades.
- Maintain the MSDS.
- Updates and monitors the CA-60s

Clerical:

- Primarily responsible for administrative office procedures and operations such as typing, bookkeeping, preparation of payroll, flow of correspondence, phone answering, filing, copying, requisition of supplies and other clerical services.
- Evaluates office procedures, revises procedures or devises material to improve efficiency of work flow; submits suggestions for improvements to Principal.
- Performs such duties as may be necessary to insure the safe and efficient operation of the Academy.

Miscellaneous:

- Implements school communications with parents through mailings, newsletters, etc.
- Contacts parents by 9:00am if their student is unexcused absent for that school day.
- Performs such other duties as may be assigned by the Principal or the Academy Board.
- Performs other duties as may be assigned.

Physical Requirements:

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.



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About Us: GEE Academies are welcoming environments that are focused on student achievement and building community. Our faculty receive excellent support through our mentor program and weekly professional development sessions.

Position: Kitchen Aide at (Insert Academy) / **Location:** (City, State)

FLSA Status: Non-Exempt / **Employment Type:** Part-Time / **Reports To:** Academy Principal

Minimum Experience: Entry Level / **Salary:**

Benefits: supplemental insurance options and 401k retirement plan.

Purpose: Performs responsibilities for preparing and serving food to pupils and the maintenance of the school kitchen and cafeteria.

Education & Job Requirements:

- High school diploma or GED preferred.
- ServSafe Certification required.
- Compliance with all applicable laws related to food service and preparation in a school setting
- Satisfactory criminal background check required.

Tasks:

Cafeteria Food Service

- Prepares and serves meals available to students in the cafeteria (both breakfast and lunch).
- Cleans kitchen and dining facilities within the cafeteria.
- Assists in maintenance of necessary records and forms relating to governmental programs.

Cafeteria Maintenance

- Maintains kitchen facilities and cafeteria, including minor maintenance and repairs. Notifies administration concerning need for other repairs or additions to kitchen and cafeteria.
- Informs administration regarding misuse or destruction of cafeteria property.
- Performs other duties as may be required.

Physical Requirements:

Employee must be capable of performing physical demands of the job, including but not limited to heavy lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.

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Position: Custodian at (Insert Academy) / Location: (City, State)

FLSA Status: Non-Exempt / Employment Type: Part-Time / Reports To: Academy Principal

Minimum Experience: Entry Level / Salary:

Benefits: supplemental insurance options and 401k retirement plan.

Purpose: Maintains building, performing maintenance, minor repairs, and other related maintenance activities.

Education & Job Requirements:

- High School Diploma or GED
- Satisfactory criminal background check required.

Tasks:

- Informs administration regarding misuse or destruction of property.
- Notifies administration concerning need for repairs or additions to lighting, heating and ventilating equipment or other areas of the building or grounds.
- Attends meetings, in-service training, workshops, etc. for the purpose of gathering information required to perform job functions.
- Cleans assigned facilities and/or grounds (e.g. classrooms, offices, gym, restrooms, cafeteria, multipurpose rooms, pools, grounds, etc.) for the purpose of maintaining a sanitary, safe and attractive environment.
- Informs students and other site personnel for the purpose of providing information and direction regarding activities, safety issues and/or proper maintenance of facilities and equipment. Monitors activities in and around work areas (e.g. halls, multipurpose rooms, lunch room, restrooms, grounds, etc.) for the purpose of preventing injuries and ensuring site safety.
- Performs minor, job related, maintenance on custodial equipment, classroom furniture and fixtures (e.g. change vacuum cleaner belts, bags, etc.) for the purpose of ensuring proper functioning and usability of items.
- Performs summer maintenance (e.g. strip/wax floors, moves furniture, painting, etc.) for the purpose of completing and/or facilitating summer construction.
- Prepares site for daily operations (e.g. opening gates, raising flags, sweeping walkway, etc.) for the purpose of ensuring facilities are operational and hazard free.
- Replenishes classroom and rest room supplies (e.g. paper towels, soap, etc.) for the purpose of ensuring adequate quantities for daily use.
- Responds to immediate safety and/or operational concerns (e.g. facility damage, vandalism, alarms, etc.) for the purpose of taking appropriate action or notifying appropriate personnel for resolution.
- Responds to inquiries from staff, students, parents, and/or visitors for the purpose of providing information, taking appropriate action and/or directing to appropriate personnel for resolution.
- Secures facilities and grounds (e.g. doors, gates, alarms, lights, etc.) for the purpose of minimizing property damage, equipment loss and/or potential liability.



- Supports District maintenance staff (e.g. grounds, trades, general maintenance, etc.) for the purpose of completing site custodial activities.
- Other duties as assigned

Physical Requirements:

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.

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About Us: GEE Academies are welcoming environments that are focused on student achievement and building community. Our faculty receive excellent support through our mentor program and weekly professional development sessions.

Position: Bus Driver at (Insert Academy) / **Location:** (City, State)

FLSA Status: Non-Exempt / **Employment Type:** Part-Time / **Reports To:** Academy Principal

Minimum Experience: Entry Level / **Salary:**

Benefits: supplemental insurance options and 401k retirement plan.

Purpose: Performs responsibilities for picking up and dropping off pupils in a safe and responsible manner and in accordance with all applicable laws.

Education & Job Requirements:

- High school diploma or GED preferred.
- Must have a commercial driver's license and any other permit required for the operation of a school bus.
- Minimum of two years of experience or training.
- Compliance with all requirements set forth by the MDE.
- Compliance with all applicable laws related to school bus drivers.
- Satisfactory criminal background check required.

Tasks:

Transportation

- Picks up students at the beginning of the day and drops off students at the end of the day.
- Transports classes to field trips and other school outings.

Vehicle Maintenance

- Maintains school vehicles, performing routine maintenance. Responsible for fluids within vehicle.
- Informs administration regarding need for repairs or service.

Miscellaneous

- Transports school supplies and audio-visual equipment as needed.
- Performs other duties as may be required.

Physical Requirements:

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.

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About Us: GEE Academies are welcoming environments that are focused on student achievement and building community. Our faculty receive excellent support through our mentor program and weekly professional development sessions.

Position: Hallway Monitor at (Insert Academy) / **Location:** (City, State)

FLSA Status: Non-Exempt / **Employment Type:** Part-Time / **Reports To:** Academy Principal

Minimum Experience: Entry Level / **Salary:**

Benefits: supplemental insurance options and 401k retirement plan.

Purpose: Under the direction of the building administrators, the Hallway Monitor will be responsible to monitor students in the halls and grounds of the school.

Education & Job Requirements:

- High school diploma or GED preferred.
- Must possess excellent written and verbal communication skills and proven organizational skills.
- Demonstrated successful communication skills with students, staff, parent and community.
- Proficient use of computers including knowledge and use of Microsoft Office products especially Excel.
- Satisfactory criminal background check required.

Tasks:

- Assist administration in monitoring student behavior(s) and inappropriate conduct.
- Assist in the safety and security of the school by monitoring students and ensuring doors remain locked and secure.
- Ability to monitor students and positively impact their choices while making corrections to behavior and hallway/building student discipline issues.
- Work independently and cooperatively with administrators and teachers.
- Provides individual assistance with work assignments.
- Ability to plan and organize; good work habits.
- Perform other duties as assigned by administration.

Physical Requirements:

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.

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About Us: GEE Academies are welcoming environments that are focused on student achievement and building community. Our faculty receive excellent support through our mentor program and weekly professional development sessions.

Position: Administrative Assistant / Office Support Staff at Riverside Academy West / Location: Dearborn, Michigan.

FLSA Status: Non-Exempt / **Employment Type:** Full-Time / **Reports To:** Academy Principal

Minimum Experience: Entry Level / **Salary:**

Benefits: health, dental, supplemental insurance options, and 401k retirement plan.

Purpose: The primary focus of the administrative assistant or office support staff is to perform secretarial and administrative functions for the Academy staff and community consistent with the goals of the Academy.

Education & Job Requirements:

- High School Diploma or GED, Associates Degree preferred.
- At least two years of experience as an administrative assistant, preferably in a school setting.
- Satisfactory criminal background check required

Tasks:

State and Federal Requirements:

- Maintains Next K12 attendance and grades.
- Maintain the MSDS.
- Updates and monitors the CA-60s

Clerical:

- Primarily responsible for administrative office procedures and operations such as typing, bookkeeping, preparation of payroll, the flow of correspondence, phone answering, filing, copying, requisition of supplies, and other clerical services.
- Evaluates office procedures, revises procedures, or devise material to improve the efficiency of workflow; submit suggestions for improvements to the Principal.
- Performs such duties as may be necessary to ensure the safe and efficient operation of the Academy.

Miscellaneous:

- Implements school communications with parents through mailings, newsletters, etc.
- Contacts parents by 9:00 am if their student is unexcused absent for that school day.
- Performs such other duties as may be assigned by the Principal or the Academy Board.
- Performs other duties as may be assigned.

Physical Requirements:

Employees must be capable of performing the physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. The work environment has a raised noise level.



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About Us: GEE Academies are welcoming environments that are focused on student achievement and building community. Our faculty receive excellent support through our mentor program and weekly professional development sessions.

Position: Family and Community Engagement Coordinator at (Insert Academy) / **Location:** (City, State)

FLSA Status: Exempt / **Employment Type:** Full Time / **Reports To:** Academy Principal

Minimum Experience: Entry Level / **Salary:**

Benefits: health, dental, vision, supplemental insurance, and 401k retirement plan.

Purpose:

Coordinates, organizes, and heads efforts to represent the Academy and GEE favorably in the community. Plans programs that promote goodwill and foster relationships with community leaders for establishing and maintaining partnerships. Supports families of current and prospective students at the assigned Academy through programs and involvement opportunities. Supervises charitable contributions, including coordinating the approval process, screening requests for financial support, and directing the disbursement of funds. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected.

Education & Job Requirements:

- Bachelors' Degree in a related field.
- Minimum of 2-3 years of experience in outreach, public relations, fundraising, and program management.
- Such alternatives to the above qualifications as the Academy Board may find appropriate and acceptable.
- Satisfactory criminal background check required

Tasks:

- Works in partnership with community organizations, corporate partners, GEE, and academy staff to develop and implement programs that promote GEE, its academies, and programs.
- Develops and promotes community relations opportunities that support the Academy, families, and students.
- Represents the assigned academy at community meetings.
- Works with departments, GEE academies, community partners, and family school organizations to develop community relations plans and promote new and ongoing initiatives.
- Works with community organizations, corporations, GEE, GEE Academies, and community coalitions to develop programs, events, and new initiatives that promote marketing and community relations objectives.
- Other duties as assigned

Physical Requirements:

Employees must be capable of performing the physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. The work environment has a raised noise level.

This document is intended to describe the general nature and level of the work performed by those assigned to this position. This is not an exhaustive list of all duties and responsibilities. The administration reserves the right to amend or change responsibilities to meet business and organizational needs as necessary.



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About Us:

Global Educational Excellence (GEE) is committed to creating supportive learning environments that foster academic achievement and community building. Our schools focus on providing quality education, and our staff are equipped with the resources and professional development necessary to excel.

Position: Substitute Teacher at (insert academy name) / Location: (insert location)

FLSA Status: Non-Exempt / **Employment Type:** Part Time, As Needed / **Reports To:** Academy Principal

Minimum Experience: Entry Level / **Salary:**

Benefits: No benefits offered for substitute positions.

Purpose:

Provide temporary instructional coverage in the absence of regular classroom teachers, ensuring continuity in the delivery of the curriculum. The substitute teacher is responsible for maintaining classroom order, executing lesson plans, and providing a safe, supportive learning environment.

Education & Job Requirements:

- High school diploma or equivalent required.
- Must meet the minimum requirements as defined by the Michigan Department of Education (MDE) for substitute teachers. This includes at least 60 credit hours from a regionally accredited college or university or a valid Michigan teaching certificate.
- Successful completion of a criminal background check.
- Demonstrated ability to follow lesson plans and instructional guidelines left by the regular classroom teacher.
- Flexibility and adaptability to work in various classroom environments and manage students effectively.

Tasks:

A GEE substitute teacher effectively demonstrates:

- The ability to quickly adapt to different classroom settings and grade levels.
- Competence in following provided lesson plans to ensure continuity of instruction.
- Skill in maintaining classroom management and fostering a positive learning environment.
- The capacity to engage students and keep them focused on learning activities.
- Willingness to assist with classroom duties, including attendance and communication with the main office as necessary.
- The ability to implement school policies and procedures while ensuring student safety.
- Readiness to communicate with the regular classroom teacher regarding any issues that arose during the day, including academic progress or behavioral concerns.

Physical Requirements:

The employee must be capable of performing the physical demands of the role, including but not limited to lifting, bending, stooping, squatting, and standing for long periods. The work environment may involve moderate to high noise levels.

This job description aims to outline the general nature and level of work expected of individuals in this role. It is not an exhaustive list of all duties and responsibilities. The administration reserves the right to modify or change responsibilities as needed to meet the organization's needs.



This description aligns with the Michigan Department of Education (MDE) guidelines for substitute teachers while retaining the format and structure you provided.

Service Agreement

This Service Agreement (the “Agreement”) is made and entered into effective as of July 1, 2025, by and between Global Educational Excellence, L.L.C. (“GEE”), a Michigan limited liability company, and Frontier International Academy, a Michigan public school academy and non-profit corporation (the “Academy”), through its Board of Directors (the “Board”).

RECITALS

A. The Academy is a charter school, organized as a public school academy under the Revised School Code (the “Code”). The Academy is operating as a public school academy pursuant to a contract to charter a public school academy, dated July 1, 2025 (the “Contract”), issued by the Bay Mills Community College Board of Regents (“BMCC”).

B. GEE specializes in providing educational organizations with a variety of management and educational services and products, including assessments, curriculums, educational programs, teacher training, and assistive technology. GEE’s products and services are designed to serve the needs of the Academy’s diverse student population with effective strategies to meet the needs of all members of its community.

C. The Academy and GEE desire to create an enduring educational agreement, whereby the Academy and GEE will work together to bring educational excellence and innovation to the operation of the Academy, based on GEE’s school design, institutional principles and management methodologies.

D. In order to facilitate the continuation of the school activities throughout the term of this Agreement and to implement an innovative educational program at the Academy, the parties desire to establish this arrangement for the management and operation of certain of the Academy’s educational and administrative activities or functions.

Therefore, it is mutually agreed as follows:

ARTICLE I TERM

- A. **Term.** Subject to the provisions of Paragraph B of this Article I and Paragraph D of Article VIII, this Agreement shall become effective upon execution and non-disapproval by BMCC and shall terminate as of June 30, 2033. Notwithstanding the foregoing, if the Contract 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, or penalties to, the parties. The maximum term of this Agreement shall not exceed the term of the Contract.

- B. **Review by BMCC.** The parties acknowledge that this Agreement is subject to the review by BMCC and shall be subject to Article XV, Paragraph J in the event that BMCC does not provide its non-disapproval of the Agreement.

ARTICLE II

CONTRACTUAL RELATIONSHIP

- A. **Authority.** The Academy represents that it is authorized by law and the Contract to contract with a private entity to provide educational and management services to the Academy. The Board is authorized by BMCC to supervise and control the Academy, and is vested with all powers within applicable law for carrying out the educational program contemplated in this Agreement. Throughout this Agreement the term “Board” and the term “Academy” may be used interchangeably for the sole purpose of readability based on the nature and subject-matter of the article/section. This Agreement is executed by a duly authorized member of the Board (on behalf of the Academy), and by so executing this Agreement the Board acknowledges and accepts all obligations and responsibilities related to the Board as set forth in this Agreement.
- B. **Contract.** Acting under and in the exercise of such authority, the Board hereby contracts with GEE to the extent permitted by law, to provide all functions relating to the provision of educational services and the management and operation of the Academy in accordance with the terms of this Agreement, the Code, and the Contract.
- C. **Status of the Parties.** GEE is a for-profit entity 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 GEE. The relationship between GEE and the Academy is based solely on the terms of this Agreement, and the terms of any other agreements between GEE and the Academy.
- D. **Designation of Agents.** Notwithstanding the foregoing, the Academy designates employees of GEE as agents of the Academy for the following limited purposes:
1. The Academy agrees to define “school official” in the Academy’s annual notification of rights under 20 U.S.C. § 1232g, 34 C.F.R. § 99, the Family Educational Rights and Privacy Act (“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 C.F.R. § 99.33(a) governing the use and disclosure of personally identifiable information from education records. The Board designates GEE 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 educational records under FERPA. GEE and its employees and subcontractors agree to comply with FERPA and corresponding regulations applicable to school officials; and

2. During the term of this Agreement, the Academy may disclose confidential data and information to GEE, and its respective officers, directors, employees, and designated agents to the extent permitted by applicable law, including without limitation, information protected by the Individuals with Disabilities in Education Act (“IDEA”), 20 U.S.C. § 1401 et seq., 34 CFR 300.610-300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.26; 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 (“HIPPA”), 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.

If GEE receives information that is part of an Academy student’s education records, GEE shall not sell or otherwise provide the information to any other person or business entity, except as permitted under the Code. For purposes of this section, the terms “education records” and “personally identifiable information” shall have the same meaning as those terms in Section 1136 of the Code, MCL 380.1136.

ARTICLE III

FUNCTIONS TO BE PERFORMED BY GEE

- A. **Responsibility.** GEE shall be responsible, and accountable to the Board, for the administration, operation and performance of the Academy, in accordance with appropriate sections of the Code and the Contract. GEE shall use its best efforts to perform the obligations and responsibilities of the Academy under the Code and the Contract on behalf of the Academy or to assist the Academy in performing those obligations and responsibilities. Nothing in this Agreement shall be construed to prevent the Board from exercising its statutory, contractual or fiduciary responsibilities governing the operation of the Academy or to prohibit the Board from acting as an independent, self-governing public body or to prevent the Board from making public decisions in compliance with the Open Meetings Act.

- B. **Educational Program.** The educational program and the program of instruction shall be designed and implemented by GEE in accordance with the Contract, and may be adapted and modified from time to time in accordance with the specifications of the Contract and with prior Board approval, it being understood that an essential principle of a successful, effective educational program is its flexibility, adaptability, and capacity to change in the interest of continuous improvement and efficiency, and that the Board and GEE are interested in results and not in inflexible prescriptions. Notwithstanding the foregoing, the Board shall have the right to approve material changes to the educational program and programs of instruction necessitated by the failure of the Academy to meet the goals identified in the Contract or otherwise abide by the terms of the Contract. The parties acknowledge that changes to the educational program may require an amendment to the Contract, and BMCC non-disapproval, prior to implementation.
- C. **Strategic Planning.** Under direction of the Board, GEE shall design strategic plans for the continuing educational benefit and financial stability of the Academy.
- D. **Public Relations.** Under direction of the Board, GEE shall design an ongoing public relations strategy for the development of beneficial and harmonious relationships with other organizations and the community, for implementation by the Board. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program, and shall not include any costs for the marketing and development of GEE or any other Academy managed by GEE.
- E. **Specific Functions.** Under direction of the Board, GEE shall be responsible for the management, operation, administration, and provision of educational and custodial activities at the Academy. Such functions may include, but are not limited to:
1. implementation and administration of the educational program, including the recommendation and acquisition of instructional materials, equipment and supplies (subject to the right of the Board to approve text books), and the administration of any and all extra and co-curricular activities and programs as approved by the Board;
 2. management of personnel functions, including professional development for the Principal, all instructional personnel and other staff, and the personnel functions outlined in Article VI;
 3. maintenance and operation of the school building;

4. aspects of the business administration of the Academy;
 5. business, educational, and community partnering programs;
 6. strategic planning;
 7. fundraising and grant development programs and strategies;
 8. public relations programs, strategies and events;
 9. any other function necessary or expedient for the administration of the Academy, or as may be required under the Code, the Contract, or by BMCC.
- F. **Subcontracts.** GEE reserves the right to subcontract, with Board approval, any and all aspects of all other services it agrees to provide to the Academy, including, but not limited to, transportation and/or food service. Notwithstanding the above, GEE agrees not to subcontract the management, oversight, or operation of the teaching and instructional program without prior written approval of the Board.
- G. **Place of Performance.** GEE reserves the right to perform functions other than instruction, such as purchasing, professional development and administrative functions, off-site, unless prohibited by the Contract or state or local law.
- H. **Materials Purchased.** All equipment, materials and supplies purchased by GEE on behalf of or as the agent of the Academy shall be and remain the property of the Academy. If GEE purchases equipment, material and supplies for the Academy, it shall comply with the Code (including, but not limited to, Sections 1274 and 1267) as if the Academy were making all such purchases directly. In no event shall GEE charge an additional fee or charge to the cost of equipment, materials and supplies purchased from third parties.
- I. **Student Recruitment.** GEE and the Board shall be jointly responsible for the recruitment of students, subject to the Board's direction on general recruitment, admission policies and the Contract. Application by or for students shall be voluntary and in writing. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law. Prior to entering into an agreement to manage another public school academy within a five mile radius of the Academy, GEE shall consult with the Academy Board of Directors and reach an amicable agreement confirming that the proposed school will not adversely impact the Academy's student enrollment.

- J. **Due Process Hearings.** GEE shall provide student due process hearings in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and access to records, consistent with the Academy's own obligations and policies. The Board retains the authority to provide its own hearings on any matter deemed necessary or practical by the Board.
- K. **Legal Requirements.** GEE shall provide educational programs that meet federal, state, and local laws and regulations, and the requirements imposed under the Code and the Contract.
- L. **Rules and Procedures.** GEE shall recommend to the Board reasonable rules, regulations, and procedures applicable to the Academy and is authorized and directed to enforce those rules, regulations and procedures adopted by the Board.
- M. **School Year and School Day.** GEE shall establish the calendar for the school year and the school day, subject to the requirements under law and the Contract and as determined annually by the Board.
- N. **Additional Grades and Student Population.** GEE shall make recommendations to the Board concerning limiting, increasing, or decreasing the number of grades offered and the number of students served per grade or in total, within the limits provided for by the Contract. In the event the Board seeks to expand the Academy to a new grade level, the Board shall involve GEE and BMCC in such efforts as early as possible in order to seek an amendment to the Contract to such end.
- O. **Material Breach of Agreement.** Failure of GEE to reasonably perform the functions included in this Agreement, unless prevented from doing so by the Academy, its Board or circumstances beyond GEE's control, shall be considered a material breach of this Agreement. Any action or inaction by GEE that is not cured within 60 days of notice thereof and which causes the Contract to be revoked, terminated, suspended or which causes the Contract to be put in jeopardy of revocation, termination or suspension by BMCC is a material breach.
- P. **Proprietary Information.** The Academy owns all proprietary rights to curriculum or educational materials that: (i) are directly developed and paid for by the Academy; or (ii) were developed by GEE at the direction of the Board with Academy funds dedicated for the specific purpose of developing such curriculum or materials. GEE's educational materials and teaching techniques used by the Academy are subject to disclosure under the Code and the Freedom of Information Act.

- Q. **Compliance with the Academy's Contract.** GEE agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Contract. The provisions of the Contract shall supersede any competing or conflicting provisions contained in this Agreement. GEE shall make information concerning the operation and management of the Academy, including but not limited to, information in the Contract, including all exhibits, schedules, and the like, available to the Academy as deemed necessary by the Board in order to enable the Academy to fully satisfy its obligations under the Contract. GEE shall notify the Board if any principal or officer of GEE, or GEE (including any related organizations or organizations in which a principal or officer of GEE 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.
- R. **Compliance with Section 503c.** On an annual basis, GEE agrees to provide the Board with the same information that a school district is required to disclose under Section 18(2) of the School State 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 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.
- S. **Data Security Breach.** In the event the Academy experiences a data security breach of personally identifiable information from the Academy's education records not suitable for public release, GEE shall assist the Academy in accordance with MCL 445.72 to take appropriate action to assess the risk and notify affected individuals whose personal information may have been compromised.

ARTICLE IV **OBLIGATIONS OF THE BOARD**

- A. **Oversight.** The Board shall have the obligation and authority to oversee the performance of GEE under this Agreement.
- B. **Policies.** The Board shall be responsible for adopting budgets and policies for the Academy to be implemented by GEE in accordance with this Agreement. The Board shall exercise good faith in considering the recommendations of GEE, including but not limited to, GEE's recommendations concerning policies, rules, regulations, procedures, curriculum, budgets, fund raising, public relations, and school entrepreneurial affairs. The Academy's failure to adopt GEE's objectively reasonable recommendations concerning functions to be performed by GEE shall be considered a material breach of this Agreement. If the Board determines in good faith that a recommendation of GEE is contrary to the Code, the Contract, or policies adopted by the Board not otherwise contrary to this Agreement, its failure

or refusal to adopt a recommendation of GEE shall not be deemed to be a material breach of this Agreement. The Board shall be responsible for determining the budget reserve amount included as part of the Academy's annual budget. In addition, the Academy Board is responsible for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount.

- C. **Immunity.** The Board, in its sole discretion, shall determine whether to assert, or not assert, waive, or not waive, its governmental immunity.
- D. **Auditor and Legal Counsel.** The Board shall retain independent legal counsel and an independent auditor. The Board shall be solely responsible for selecting and retaining the Academy's independent auditor. GEE may not select, retain, evaluate or replace the independent auditor for the Academy.
- E. **Chief Administrative Officer.** Pursuant to the Uniform Board and Accounting Act, MCL 141.422b, the Board is responsible for designating the Chief Administrative Officer for the Academy. Neither GEE nor any owner, officer, director, employee or agent of GEE may be designated as the Chief Administrative Officer of the Academy, but a GEE employee may assist a Board member who is the Chief Administrative Officer in carrying out their responsibilities.

ARTICLE V

FINANCIAL ARRANGEMENTS

- A. **Capitation Fee.** The Academy shall pay GEE an annual capitation fee, in an amount equal to ten percent (10%) of the money, grants, fees and credits received by the Academy from all sources in connection with the enrollment of students at the Academy, including, but not limited to, state funding, government and private grants, and student fees, except to the extent prohibited by law or grant restrictions, or those amounts exempted by BMCC (the "Management Fee"). The Management Fee may change during the term of this Agreement according to overall changes in student enrollment or in the state grants, money, or services provided by other governmental agencies, and the extent of other revenue sources. The Management Fee shall be paid to GEE as and when state payments, or funds from other state agencies or other revenue sources are received by the Academy. Notwithstanding anything to the contrary contained herein, the parties agree that state payments shall be made directly to the Academy, and that the Management Fee and other charges under this Agreement shall be paid to GEE upon availability of funds. Notwithstanding any other provision of this Agreement, the total annual Management Fee payable to GEE hereunder in any academic year shall not be less than \$280,000 nor shall exceed \$560,000 subject to change by written agreement of GEE and Academy and non-disapproval by BMCC of an amendment to this Agreement.

- B. **Other Revenue Sources.** In order to supplement and enhance the state school aid payments, improve the quality of education at the Academy, and fulfill the mission of the Academy, GEE shall develop and pursue a program for obtaining and producing revenue supplemental to state aid and grants, shall seek Board approval prior to accepting grant revenues, and shall report to the Board on a consistent basis regarding the status of its efforts in this area.
- C. **Payment of Costs.** Except as otherwise provided in this Agreement, all costs reasonably incurred by GEE in furnishing GEE's educational program to the Academy shall be paid by the Academy other than GEE overhead costs. Such costs to be paid by the Academy shall include, but shall not be limited to, payment for personnel provided at the Academy either by GEE or through an entity which GEE subcontracts for staff, curriculum materials, textbooks, library books, computer and other equipment, software, supplies utilized at the Academy for educational purposes, building payments, maintenance, student meal services and capital improvements. The Board must be informed of and approve of all costs reasonably incurred, including the level of compensation and fringe benefits provided to employees of GEE assigned to the Academy or to employees subcontracted by GEE assigned to the Academy. GEE may, in order to gain various economies and efficiencies, elect to incur certain of such costs directly and, in such event, the Academy shall reimburse GEE for budgeted items upon presentation of properly presented supporting documentation and approval of the Board at a duly convened meeting of the Board. In no event shall GEE charge an additional fee or charge for the cost of equipment, materials and supplies purchased from third parties on behalf of the Academy. Any costs reimbursed to GEE 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 GEE. No corporate costs or "central office" personnel costs of GEE shall be charged to, or reimbursed by, the Academy. GEE accepts full liability and is responsible for paying all salaries, benefits, payroll taxes, workers compensation, unemployment compensation and liability insurance for its employees leased to the Academy or working on Academy operations for work already completed irrespective of whether PS receives an advancement of its costs or the payment of service from the Academy.
- D. **Advancement of Funds.** GEE may advance funds, pre-approved by the Academy and consistent with the Code, to the Academy relating to recruiting, selecting, and pre-service training of staff members; or cleaning, fixing, renovating and equipping of the Academy building and related capital facilities, all pending receipt by the Academy of its subsequent school aid payments. The Academy shall reimburse GEE such funds upon receipt of such state school aid payments, properly presented documentation from GEE related to the expenses, and approval by the Board, to the extent that it is able to do so consistent with the Code and the Contract. The parties shall enter into a separate agreement regarding the terms and

conditions of any advance and its repayment before funds are disbursed by GEE to or for the benefit of the Academy. If the parties cannot enter into an agreement before GEE disburses funds, they shall do so as soon as possible thereafter.

- E. **Other Public School Academies.** The Academy acknowledges that GEE may enter into similar management agreements with other public school academies. GEE shall separately account 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. If GEE incurs reimbursable expenses on behalf of the Academy and other public school academies which are incapable of precise allocation between such academies, then GEE shall allocate such expenses among all such academies, including the Academy, on a pro rata basis based upon the number of students enrolled at such academies, or upon such other equitable basis as is acceptable to the parties.
- F. **Financial Reporting.** GEE shall provide the Board with:
1. A projected annual budget (in compliance with P.A. 493 of the 2000 Uniform Budget and Accounting Act) by May 1 of each year of the term of this Agreement;
 2. Monthly financial statements that (at a minimum) include: a balance sheet, an object-level detailed statement of revenues, expenditures and changes in fund balance that includes a comparison of budget-to-actual information and an explanation of variances and recommendations for necessary budget corrections to be presented in a form and format acceptable to the Board and provided to the all Board member not less than five (5) working days prior to the Board meeting at which the information will be presented and discussed;
 3. An annual report showing the Academy is in compliance with state law and regulations and showing the manner in which funds are spent at the Academy;
 4. Reports on Academy operations and student performance, upon reasonable Board request, but not less frequently than four (4) times per year;
 5. All finance and other records related to the Academy such that the information may be made available to the Academy, the Academy's independent auditor, or the Bay Mills Community College Charter Schools Office ("CSO") upon reasonable notice; .
 6. Other information on a periodic basis to enable the board to monitor GEE's educational performance and the efficiency of its operation of the Academy.

- G. **The Academy's Depository Account.** The Board shall determine the depository institution of all funds received by the Academy. In accordance with applicable law, all funds received by the Academy must be placed in the Academy's depository account. The signatories on the Board accounts shall solely be Board members properly designated annually by Board resolution. Interest earned on Academy accounts shall accrue to the Academy.

ARTICLE VI

PERSONNEL & TRAINING

Subject to recommendation by GEE and review by the Board:

- A. **Principal.** The Principal shall be an employee of GEE. GEE will, consistent with state law, select, hire and supervise the Principal, establish employment terms consistent with the Board-approved budget, and hold the Principal accountable for the success of the Academy. The Principal and GEE, in turn, will have similar authority to select and hold accountable the teachers in the Academy.
- B. **Teachers.** GEE shall be the sole employer of all teachers assigned to the Academy and the teachers shall not be employees of the Academy. GEE shall recommend the number of teachers, and the applicable grade levels and subjects, required for the operation of the Academy, consistent with the Board-approved budget and shall select such teachers, qualified in the grade levels and subjects required. GEE shall also establish employment terms. These teachers may, at the discretion of GEE, 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 GEE. Each teacher assigned to the Academy shall be highly qualified and hold a valid teaching certificate issued by the state board of education under the Code to the extent required under the Code, or meet Code provisions for non-certified teachers.
- C. **Support Staff.** GEE is the sole employer of all support staff. GEE shall determine the number and functions of support staff required for the operation of the Academy consistent with the Board-approved budget and establish employment terms. GEE shall provide the Academy with such support staff, qualified in the areas required, as are required by the Academy. Such support staff may, at the discretion of GEE, 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 GEE.
- D. **Board Liaison.** The Board may employ and pay for an independent Board Liaison to act as a liaison among the Academy, GEE and BMCC in order to ensure

a smooth relationship among the entities. The Board shall have the right to employ the Board Liaison full or part time, as the situation warrants. GEE agrees to cooperate with the Board Liaison in the performance of his duties as liaison.

- E. **Employer of Personnel.** Unless otherwise agreed or required by law or the Contract, except for the Board Liaison, staff and personnel at the Academy will be employees or subcontractors of GEE. Compensation of all GEE employees assigned to the Academy shall be paid by GEE. The Academy shall reimburse GEE for the compensation GEE pays its employees or subcontractors of GEE in the performance of services on behalf of the Academy as approved in the budget. For purposes of this Agreement, compensation shall include salary, fringe benefits and training, including without limitation retirement planning, and state and federal tax withholdings. GEE shall be solely responsible for selection, evaluation, discipline, and termination of employees assigned to the Academy. During the term of this Agreement, GEE shall not enter into any non-compete, no-hire or other similar agreement with the Academy or any GEE employee restricting or prohibiting the Academy from hiring such person, and any such agreement shall, for the purpose of this Agreement, be of no force or effect.
- F. **Evaluations.** GEE 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.
- G. **Training.** GEE shall provide training in its Board-approved curriculum, program, and technology, to all teaching personnel on a regular and continuous basis. Instructional personnel shall receive such training as required under the Code. Non-instructional personnel shall receive such training as GEE determines reasonable and necessary under the circumstances.
- H. **Background and Unprofessional Conduct Checks.** GEE acknowledges and agrees that unless the Academy notifies GEE that it is not subject to the provisions of Michigan Public Act 84 of 2006, as amended (hereafter “PA 84 of 2006”), GEE will have its agents, employees and representatives, as well as the agents, employees, and representatives of its subcontractors, who will be regularly and continuously performing services on the Academy’s premises, fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in PA 84 of 2006, within the timelines required by law. GEE further agrees to provide the Academy with a copy of all fingerprinting and criminal history background reports promptly upon receipt of same. Additionally, unless notified it is not subject to PA 84 of 2006, GEE represents and warrants to the Academy that it will at all times during the term of this Agreement comply with the provisions of PA 84 of 2006, including, but not

limited to, reporting to the Academy within three (3) business days of when it or any of its agents, employees, representatives or subcontractors' employees who will be regularly and continuously employed on the Academy's premises is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Code, being MCL 380.1535a(1) and 380.1539b(1), a substantially similar law, or other crimes required to be reported under PA 84 of 2006, and to immediately report to the Academy if that person is subsequently convicted, pleads guilty or pleads no contest to that crime. GEE agrees to maintain and secure the confidentiality of all such criminal records.

ARTICLE VII

ADDITIONAL PROGRAMS

The services provided by GEE to the Academy under this Agreement consist of the educational program during the school year and school day, and by age and grade levels, as set forth in the Contract, as such school year, school day, and age and grade levels may change from time to time. GEE may, in its discretion but subject to the prior approval of the Board, not to be unreasonably withheld, provide additional programs, such as adult and community education, which are not a part of the Academy's program as of the effective date of this Agreement. In such cases, GEE and the Board shall enter into a separate agreement governing the provision of these programs.

ARTICLE VIII

TERMINATION OF AGREEMENT

- A. **Termination by GEE.** Subject to Article VIII, Paragraph F, GEE may terminate the Agreement with cause prior to the end of the term specified in Article I in the event the Academy fails to remedy a material breach of this Agreement within sixty (60) days after written notice from GEE. A material breach may include, but is not limited to, failure to make payments to GEE as required by this Agreement, or unreasonable failure to adhere to the personnel, curriculum, program, or similar material recommendations of GEE.
- B. **Termination by the Academy.** Subject to Article VIII, Paragraph F, the Academy may terminate this Agreement with cause prior to the end of the term in the event that GEE should fail to remedy a material breach of this Agreement within sixty (60) days after written notice from the Academy; provided, however, that in the event such breach cannot be cured within such sixty (60) day period, GEE may have an additional amount of time reasonably necessary to effect such cure, so long as GEE commences such cure within the initial sixty (60) day period and diligently pursues said cure thereafter. Material breach may include, but is not limited to, failure to account for its expenditures or to pay operating costs (providing funds are

available to do so), or unreasonable failure to meet performance standards where such failure resulted from circumstances within its control. Any action or inaction by GEE which causes the Contract to be revoked, terminated or suspended, or which results in the Academy receiving official notification from the CSO, BMCC, Superintendent of Public Instruction or other authorized body or official, of the commencement or an intent to initiate proceedings for the termination, revocation or suspension of the Contract, shall be designated a material breach, which shall be grounds for the termination of this Agreement by the Academy. Notwithstanding the foregoing or anything else herein, the Academy shall also have the right to terminate this Agreement without penalty or cause.

- C. **Termination or Amendment by BMCC.** 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 GEE shall have no recourse against the Academy or BMCC for implementing such site closure or reconstitution.
- D. **Minor Breaches.** A breach of this Agreement that would otherwise not be material may become material if the breaching party does not act in good faith to cure the breach after notice, or if multiple breaches occur in a time period or under such circumstances that lack of good faith is indicated.
- E. **Change in Law; Requirement of BMCC.** If any federal, state, or local law or regulation, or court decision, or any requirement properly imposed by BMCC under the Code or the Contract 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 ninety (90) days after the notice, the party requiring the renegotiation may terminate this Agreement on 120 days further written notice.
- F. **Effective Date of Termination.** In the event this Agreement is terminated by either party with or without cause prior to the end of the term specified in Article I, the termination will not become effective 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 termination is invoked.
- G. **Right to Reclaim.** Upon expiration of this Agreement, and in the event the parties do not wish to renew the Agreement, GEE shall have the right to reclaim any usable property or equipment (e.g., copy machines, personal computers) it provided the Academy at its expense, or the depreciated cost of such equipment.

- H. **Effect of Termination; Transition.** Upon termination or expiration of this Agreement, or when this Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, GEE shall, without charge: (i) close the books on the then-current school fiscal year; (ii) organize and prepare the Academy's records for transition to a new ESP, 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 amount owed (including the total outstanding owed by the Academy to GEE, if any); (v) provide a record of the amount owed by GEE to the Academy, if any; (vi) organize and prepare student records for transition to the new ESP, 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; and (viii) provide for the orderly transition of employee compensation and benefits to the new ESP 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 GEE to the Academy.

ARTICLE IX

INDEMNIFICATION

- A. **Indemnification of GEE.** To the extent permitted by law, without waiving any privilege or immunity, the Academy shall indemnify and save and hold GEE and all of its employees, officers, members, subcontractors, and agents harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of the negligence of the Academy or its Board, employees, subcontractors or agents, or any noncompliance by the Academy with any agreements, covenants, warranties, or undertakings of the Academy contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse GEE for all reasonable expenses and costs (including legal) associated with the defense of any such claim, demand, or suit. Notwithstanding the foregoing provisions, the Academy shall not be required to waive its governmental immunity or to indemnify GEE in circumstances where doing so would constitute a waiver of governmental immunity.
- B. **Indemnification of Academy.** GEE shall indemnify and save and hold the Academy and its Board and all of its employees, subcontractors and agents harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, the negligence of GEE or any of its agents, employees or subcontractors or any noncompliance by GEE with any agreements, covenants, warranties, or undertakings of GEE contained in or made pursuant to this Agreement. In addition, GEE shall reimburse the Academy for all reasonable expenses and costs (including legal) associated with the defense of any such claim, demand, or suit.

- C. **Indemnification of BMCC.** 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, GEE 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, GEE’s 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 GEE, or which arise out of the failure of GEE to perform its obligations under the Contract, this 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 GEE to enforce its rights as set forth in this Agreement.
- D. **Waiver of Subrogation.** Each party to this Agreement waives all rights and claims against each other for all losses covered by their respective insurance policies, and to the extent permitted by their respective policies, waives all rights of subrogation of their respective insurers. The parties agree that their respective insurance policies are now, or shall be, endorsed so that such waivers of subrogation shall not affect their respective rights to recover thereunder.

ARTICLE X **INSURANCE**

- A. **Academy Insurance.** The Academy shall maintain insurance in the amounts required by the Contract, with GEE listed as an additional insured. GEE 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. The Academy shall, upon request, present evidence to GEE that it maintains the requisite insurance in compliance with the provisions of this Article.

- B. **GEE Insurance.** GEE shall purchase, secure, and otherwise maintain the following insurance coverage for its duties and obligations under this Agreement, and in coverage amounts not less than the minimum policy limits specified below for each type of insurance coverage or as otherwise required for ESPs under the Contract.

<u>Coverage Type</u>	<u>Minimum Limits</u>
General Liability with coverage for sexual molestation or abuse	\$1 million per occurrence, General aggregate \$2,000,000
Automotive Liability	Each Occurrence \$1,000,000
Errors and Omissions	\$1 million per occurrence, \$ 3 million aggregate
Employee Dishonesty	\$1,000,000 per Occurrence \$500,000, including third party coverage
Employee Crime	per Occurrence \$10,000, including third party coverage
Worker's Compensation	Meet Statutory Requirements with \$1 million Employers' Liability Limits
Umbrella Coverage	\$4 million limit and aggregate <u>or</u> \$2 million limit unlimited aggregate.

GEE's cost of procuring insurance coverage under this Agreement is a corporate cost to be paid by GEE. GEE shall ensure that the Academy and BMCC are named as additional insureds on each such policy. Such policies shall not be changed, revoked or modified absent thirty (30) days' notice to BMCC. In the event that BMCC modifies the level, type, scope or other aspects of such insurance coverage, then GEE shall undertake like and similar modifications within thirty (30) days of being notified of such change. The Academy shall comply with the information and reporting requirements under the terms and conditions of each of the aforesaid policies of insurance. GEE agrees that its insurance shall be in addition to the insurance maintained by the Academy. GEE shall, upon request, present evidence to the Academy that it maintains the requisite insurance in compliance with the provisions of this Article and the Contract.

ARTICLE XI

WARRANTIES AND REPRESENTATIONS

The Academy and GEE each represent that it has the authority under law to execute, deliver, and perform this Agreement, and to incur the obligations provided for

under this Agreement, that its actions have been duly and validly authorized, and that it will take all steps reasonably required to implement this Agreement. The Academy and GEE mutually warrant to the other that there are no pending actions, claims, suits, or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XII

RECORDS AND OTHER PROPERTY OF THE ACADEMY

GEE acknowledges that all financial, educational and student records relating to the Academy are and shall remain property of the Academy, and that such records are subject to the provisions of the Michigan Freedom of Information Act. All Academy records shall be physically or electronically available for inspection or copying, upon request, at the Academy's physical facility. Throughout the term of this Agreement, GEE shall be deemed a temporary custodian of these records, and shall be responsible for the safeguarding of said records, unless the Board provides otherwise. In the event of any termination of this Agreement, GEE shall deliver said records to the Board or its agents. GEE shall keep such records available to the public and BMCC in accordance with the Code and other applicable law.

GEE shall obligate each of its employees to sign an agreement pledging their obligation to keep confidential any and all records of the Academy, unless otherwise required by law. GEE shall further obligate each of its employees to acknowledge that all educational materials developed on behalf of the Academy during the term of this Agreement shall be the property of the Academy. Upon the reasonable request of the Board, GEE shall make available to the Board copies of all educational materials prepared by GEE or its employees in connection with the undertakings described herein.

ARTICLE XIII

ALTERNATIVE 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 procedure shall be the sole and exclusive remedy for such matters. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three persons. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and arbitrator unanimously accepts. The final decision rendered shall be in the form of a written cause opinion. The CSO shall be notified of said decision and, upon the CSO's request, the opinion shall be made available. Arbitration shall be conducted in southeastern Michigan at a

location mutually agreed upon by the parties. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction.

ARTICLE XIV **INTERPRETATION**

The parties are entering into this Agreement to enable the Academy to carry out its obligations under the Code and the Contract in an efficient and economical manner. Accordingly, this Agreement shall in all respects be subject to, and construed in accordance with, the Code and the Contract. In the event of any conflict between the provisions of this Agreement and the requirements of the Code or the Contract, the Code or the Contract, as the case may be, shall govern and shall be deemed to be incorporated by reference into this Agreement. The parties also acknowledge that the Academy has qualified for exemption for federal income taxation under Section 501(c)(3) of the Internal Revenue Code. Subject to the foregoing provisions of this Article XIV, this Agreement shall be interpreted in a manner that is consistent with the Academy's status as an exempt organization. Nothing in this Agreement shall be interpreted as delegating the Board's ultimate authority and responsibility with respect to the operation and management of the Academy to GEE.

ARTICLE XV **MISCELLANEOUS**

- A. **Sole Agreement; Severability.** This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and GEE. 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.
- B. **Force Majeure.** Neither party shall be liable if the performance of any part or all of this contract 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, or any other casualty, or cause beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense.
- C. **Notice.** All notices, demands, requests, and consents under this Agreement shall be in writing, shall be delivered to each party, and shall be effective when received by the parties or 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:

If to GEE:
Global Educational Excellence
2455 S. Industrial Hwy.
Suite A
Ann Arbor, MI 48104

With a copy to:
Eby, Conner, Smillie & Bourque, PLLC.
320 Miller Suite 190
Ann Arbor, MI 48103

If to Academy:
Asm Rahman
Frontier International Academy
13322 Conant St.
Hamtramck, MI 48212

With a copy to:
Aimee Gibbs
Dickinson Wright, PLLC.
350 S. Main Street Suite 300
Ann Arbor, MI 48104

- D. **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
- E. **Entire Agreement.** This Agreement is the entire agreement between the parties relating to the services provided, and the compensation for such services. This Agreement may not be amended except by a writing signed by both parties after submission to the CSO in accordance with the CSO's ESP Policies and the Contract's amendment process identified in the Contract's Terms and Conditions.
- F. **Non-Waiver.** No failure of a party in exercising any right, power, or privilege under this Agreement shall affect such right, power, or privileges, 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.
- G. **Assignment.** This Agreement shall not be assigned by either party without the prior written consent of the other party and prior notification to the CSO. Any assignable party shall be considered an ESP as defined by the policies set forth in the CSO's

ESP policies. As such, any assignable party shall follow the requirements set forth in the CSO's ESP policies.

- H. **Survival of Termination.** All representations, warranties, and indemnities made herein shall survive termination of this Agreement.
- I. **Governing Law.** This Agreement shall be governed by and enforced in accordance with the law of the State of Michigan.
- J. **BMCC Review.** This Agreement shall not become effective until the Board is notified in writing that BMCC does not disapprove of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Service Agreement as of the date set forth above.

FRONTIER INTERNATIONAL ACADEMY



_____, President, Board of Directors

Date: July 1, 2025

GLOBAL EDUCATIONAL EXCELLENCE



By: _____, Director

Date: July 1, 2025

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

SCHEDULE 6
PHYSICAL PLANT DESCRIPTION

Physical Plant Description	6-1
Certificate of Use and Occupancy (13200 Conant St., Detroit, MI 48909).....	6-3
Floor Plan (13200 Conant St., Detroit, MI 48909)	6-4
Site Plan (13200 Conant St., Detroit, MI 48909)	6-6
Warranty Deed (13200 Conant St., Detroit, MI 48909)	6-8
Memorandum of Land Contract (13200 Conant St., Detroit, MI 48909).....	6-10
Land Contract (13200 Conant St., Detroit, MI 48909).....	6-11
Bill of Sale (13200 Conant St., Detroit, MI 48909).....	6-19
Certificate of Use and Occupancy (28111 Imperial Drive, Warren, MI 48093)	6-20
Floor Plan (28111 Imperial Drive, Warren, MI 48093).....	6-21
Lease Agreement	6-23

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: 13322 Conant St.
Detroit, MI 48909

Description: The facility includes a two story building with approximately 100,000 square feet. The first floor has 18 classrooms, two offices, four bathrooms, an auditorium, lunch room, kitchen, and two gymnasiums. The second floor has 25 classrooms, a library, four bathrooms, four offices, and a teacher’s lounge.

Term of Use: Term of Contract.

Configuration of Grade Levels: Pre-K to 5th, 9th-12th

Name of School District and Intermediate School District:

Local: Detroit Public Schools
ISD: Wayne County RESA

Address: 28111 Imperial Drive
Warren, MI 48093

Description: The facility includes a one story building with approximately 30,000 Square feet. The leased space includes 16 classrooms, 5 offices, 3 bathrooms, a multi-purpose room/cafeteria, kitchen, art room, technology room, two storage rooms and a playground. There is a gymnasium on the property that is not being leased by Frontier International Academy but will be accessible for use by Frontier International Academy during school hours.

Term of Use: Term of Contract.

Configuration of Grade Levels: K-5th

Name of School District and Intermediate School District:

Local: Warren Consolidated Schools
ISD: Macomb County

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.

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

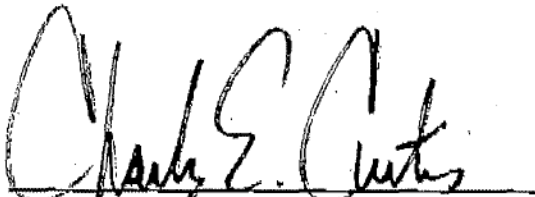
Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes/Building Division

P. O. Box 30254
Lansing, MI 48909
(517) 241-9317

Building Permit No. B035448
Frontier International Academy
13200 Conant Street
Detroit, Michigan
Wayne County

The above named building of Use Group E and Construction Type 2B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

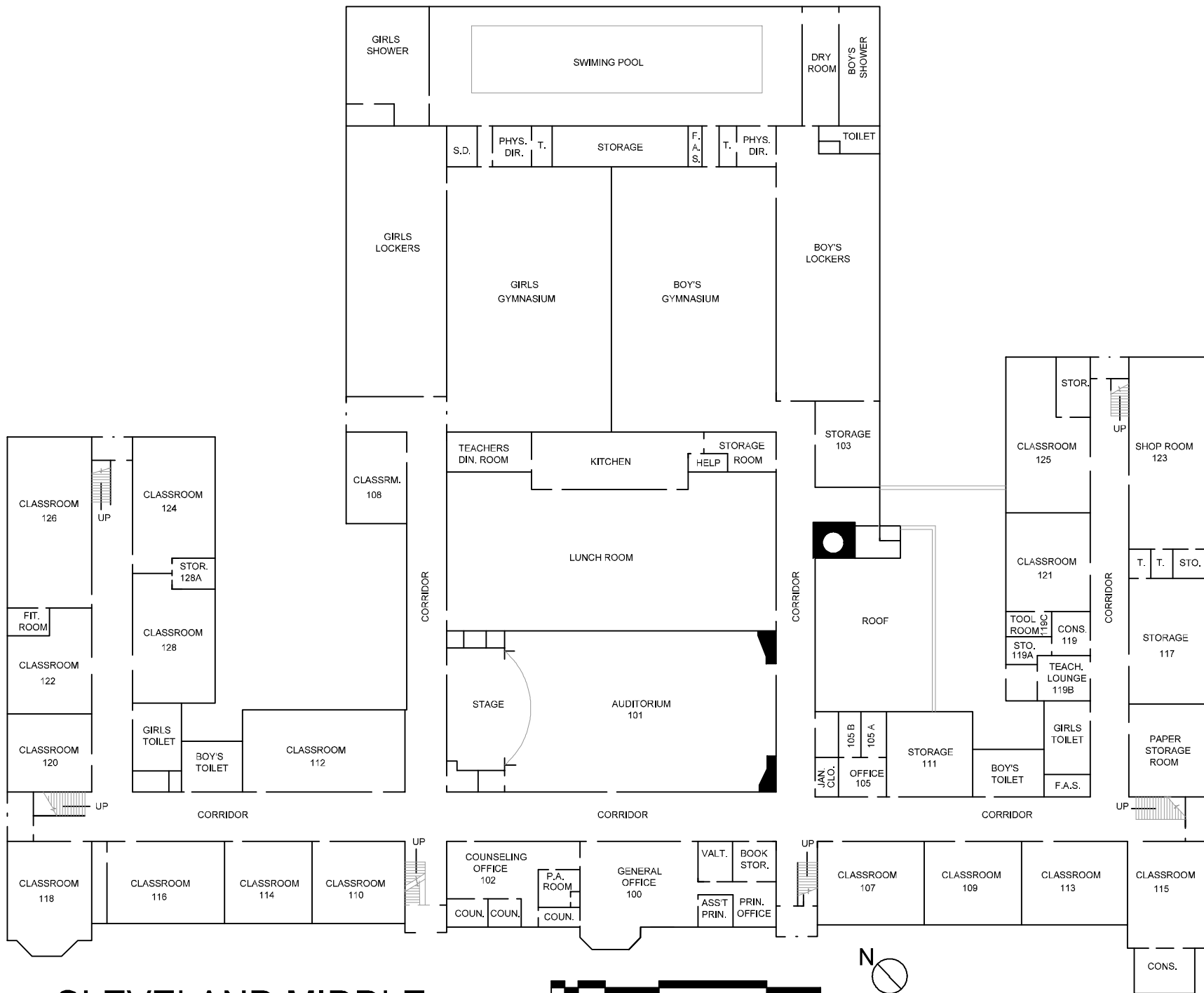


Todd Y. Cordill, NCARB

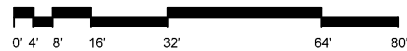
Chief

Charles E. Curtis, Assistant Chief
Building Division

February 6, 2015



CLEVELAND MIDDLE FIRST FLOOR

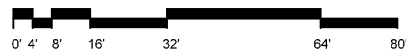


SCHOOL CODE : 414





CLEVELAND MIDDLE **SECOND FLOOR** SCHOOL CODE : 414

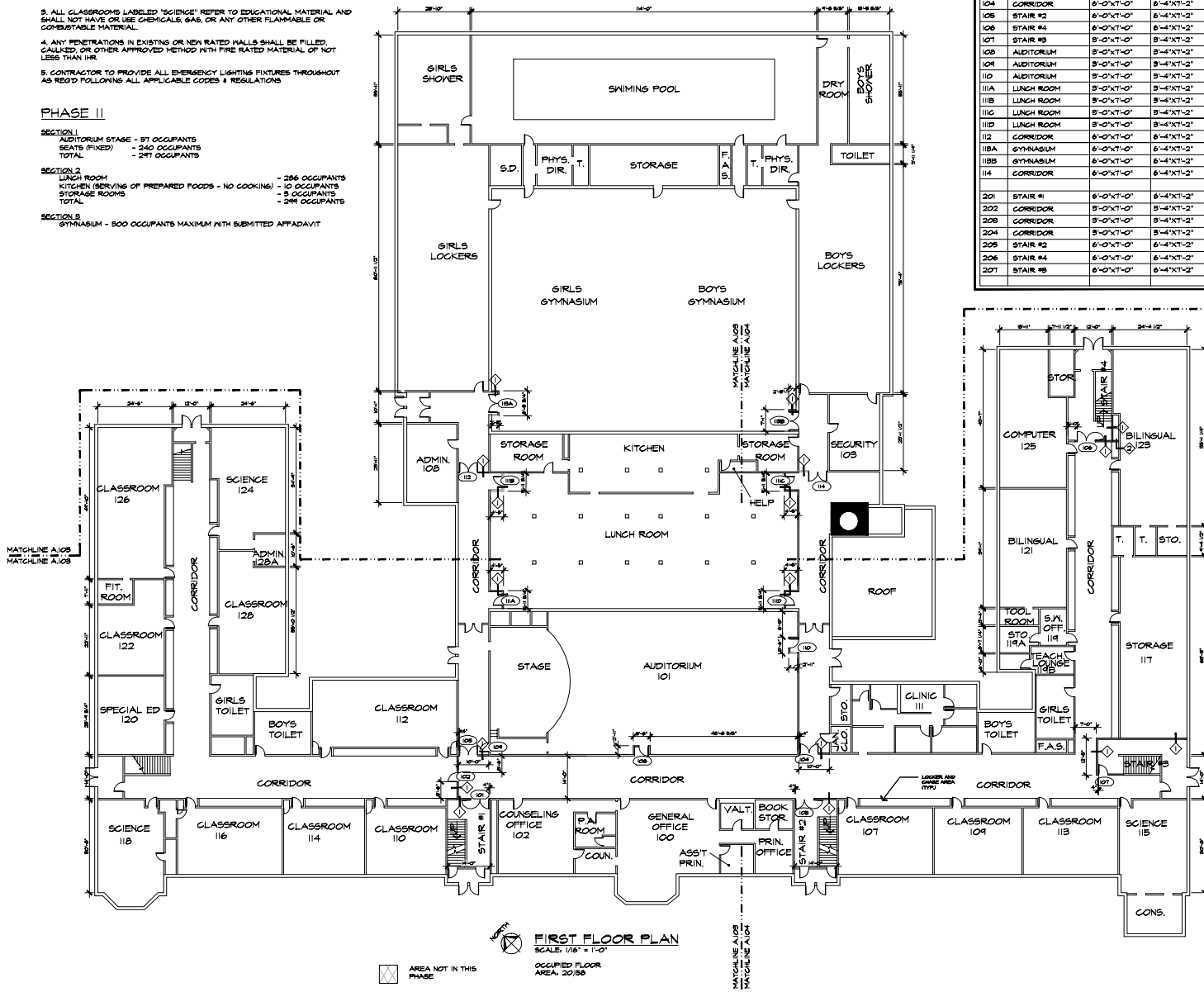


GENERAL NOTES:

1. CONTRACTOR TO VERIFY THAT ALL EXISTING MECH. RMS, STORAGE RMS FOR CHEMICALS OR SOLVENTS, JANITOR CLOSETS HAVE IHR RATED CONSTRUCTION AND 45 MIN. RATED DOORS.
2. CONTRACTOR TO VERIFY THAT EA. CLASSROOM OR STUDENT OCCUPIED ROOM 280 S.F. OR GREATER HAS AT LEAST ONE OPERABLE WINDOW DIRECTLY TO THE EXTERIOR. WINDOW SHALL BE MIN. 20" IN WIDTH, 24" IN HEIGHT, AND MIN. 5.7 S.F. IN AREA. THE BTH OF THE OPENING SHALL NOT BE GREATER THAN 44" A.F.F.
3. ALL CLASSROOMS LABELED "SCIENCE" REFER TO EDUCATIONAL MATERIAL AND SHALL NOT HAVE OR USE CHEMICALS, GAS, OR ANY OTHER FLAMMABLE OR COMBUSTIBLE MATERIAL.
4. ANY PENETRATIONS IN EXISTING OR NEW RATED WALLS SHALL BE FILLED, CAULKED, OR OTHER APPROVED METHOD WITH FIRE RATED MATERIAL OF NOT LESS THAN IHR.
5. CONTRACTOR TO PROVIDE ALL EMERGENCY LIGHTING FIXTURES THROUGHOUT AS REQ'D FOLLOWING ALL APPLICABLE CODES & REGULATIONS.

PHASE II

- SECTION 1
AUDITORIUM STAGE - 57 OCCUPANTS
SEATS (FIXED) - 240 OCCUPANTS
TOTAL - 297 OCCUPANTS
- SECTION 2
LUNCH ROOM
KITCHEN (SERVING OF PREPARED FOODS - NO COOKING) - 286 OCCUPANTS
STORAGE ROOMS - 12 OCCUPANTS
TOTAL - 300 OCCUPANTS
- SECTION 3
GYMNASIUM - 800 OCCUPANTS MAXIMUM WITH SUBMITTED AFFIDAVIT



FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"
OCCUPIED FLOOR
AREA: 20,158

DOOR SCHEDULE

MARK		SIZE	FRAME SIZE	DOOR: MATL.	RATING	FRAME:	HARDWARE	REMARKS
101	STAIR #1	6'-0"X7'-0"	6'-4"X7'-2"	MD	60 MIN	HM	CLOSER, PUSH/PULL	MATCH THE STYLE OF DOORS & HARDWARE OF EXISTING
102	CORRIDOR	9'-0"X7'-0"	9'-4"X7'-2"	MD	20 MIN	HM	CLOSER, LOCK SET	
103	CORRIDOR	6'-0"X7'-0"	6'-4"X7'-2"	MD	20 MIN	HM	CLOSER, LOCK SET	
104	CORRIDOR	6'-0"X7'-0"	6'-4"X7'-2"	MD	20 MIN	HM	CLOSER, LOCK SET	
105	STAIR #2	6'-0"X7'-0"	6'-4"X7'-2"	MD	60 MIN	HM	CLOSER, PUSH/PULL	
106	STAIR #4	6'-0"X7'-0"	6'-4"X7'-2"	MD	60 MIN	HM	CLOSER, PUSH/PULL	
107	STAIR #5	6'-0"X7'-0"	6'-4"X7'-2"	MD	60 MIN	HM	CLOSER, PUSH/PULL	
108	AUDITORIUM	9'-0"X7'-0"	9'-4"X7'-2"	MD	20 MIN	HM	CLOSER, PUSH/PULL	
109	AUDITORIUM	9'-0"X7'-0"	9'-4"X7'-2"	MD	20 MIN	HM	CLOSER, PUSH/PULL	
110	AUDITORIUM	9'-0"X7'-0"	9'-4"X7'-2"	MD	20 MIN	HM	CLOSER, PUSH/PULL	
111A	LUNCH ROOM	9'-0"X7'-0"	9'-4"X7'-2"	MD	20 MIN	HM	CLOSER, PUSH/PULL	
111B	LUNCH ROOM	9'-0"X7'-0"	9'-4"X7'-2"	MD	20 MIN	HM	CLOSER, PUSH/PULL	
111C	LUNCH ROOM	9'-0"X7'-0"	9'-4"X7'-2"	MD	20 MIN	HM	CLOSER, PUSH/PULL	
111D	LUNCH ROOM	9'-0"X7'-0"	9'-4"X7'-2"	MD	20 MIN	HM	CLOSER, PUSH/PULL	
112	CORRIDOR	6'-0"X7'-0"	6'-4"X7'-2"	MD	20 MIN	HM	CLOSER, LOCK SET	
113A	GYMNASIUM	6'-0"X7'-0"	6'-4"X7'-2"	MD	20 MIN	HM	CLOSER, PUSH/PULL	
113B	GYMNASIUM	6'-0"X7'-0"	6'-4"X7'-2"	MD	20 MIN	HM	CLOSER, PUSH/PULL	
114	CORRIDOR	6'-0"X7'-0"	6'-4"X7'-2"	MD	20 MIN	HM	CLOSER, LOCK SET	
201	STAIR #1	6'-0"X7'-0"	6'-4"X7'-2"	MD	60 MIN	HM	CLOSER, PUSH/PULL	
202	CORRIDOR	9'-0"X7'-0"	9'-4"X7'-2"	MD	20 MIN	HM	CLOSER, LOCK SET	
203	CORRIDOR	9'-0"X7'-0"	9'-4"X7'-2"	MD	20 MIN	HM	CLOSER, LOCK SET	
204	CORRIDOR	9'-0"X7'-0"	9'-4"X7'-2"	MD	20 MIN	HM	CLOSER, LOCK SET	
205	STAIR #2	6'-0"X7'-0"	6'-4"X7'-2"	MD	60 MIN	HM	CLOSER, PUSH/PULL	
206	STAIR #4	6'-0"X7'-0"	6'-4"X7'-2"	MD	60 MIN	HM	CLOSER, PUSH/PULL	
207	STAIR #5	6'-0"X7'-0"	6'-4"X7'-2"	MD	60 MIN	HM	CLOSER, PUSH/PULL	

NOTE:
ALL CORRIDOR DOORS TO BE FIELD VERIFIED W/ LABEL
SHOWING 20 MIN. RATING. IN ABSENCE OF DOOR LABEL,
REPLACE W/ 20 MIN. RATED DOOR. ALL CORRIDOR
DOORS TO HAVE CLOSERS.

INTERIOR HALL TYPES

- ◆ 8" TYPE "X" STD. DO. BOTH SIDES ON 2"X4" BRK. HTL. STD. & 1" DO. UP TO 8" IN THICK. PROVIDE 5" W/ SELECTION TRAIL AT TOP OF WALL. PROVIDE FIRE DAMP. CODE REQ'D.
- ◆ 12" 8" STD. DO. ON 2"X4" BRK. HTL. STD. & SELECTION TRAIL AT TOP OF WALL.

ISSUED FOR	DATE
STATE FIRE MARSHAL	7-26-83
REVISIONS	8-27-2015
PHASE 2 SUBMITTAL	

ARCHITECTURAL DESIGN
RESIDENTIAL
COMMERCIAL
INDUSTRIAL
G.A. ASSOCIATES, INC.
34071 BROADVIEW PARK, SUITE 400
HUNTSVILLE, AL 35894
(256) 836-2341
FAX (256) 836-4333
WWW.GAASSOCIATES.COM



FRONTIER INTERNATIONAL ACADEMY
13922 CONANT STREET
DETROIT, MICHIGAN

DRAWN:	DESIGNED:	CHECKED:
DA	DA	GA
SCALE: 1/8" = 1'-0"		
FILE NAME: 180662		
JOB #: 180662		
SHEET TITLE		
FIRST FLOOR PLAN		
SHEET #		

A.101

WARRANTY DEED

File No. 7-698181

KNOW ALL PERSONS BY THESE PRESENTS: That Michigan Creative Investment, LLC, a Michigan limited liability company by Said Issa, its authorized member

Whose address is 341 E Huron Ann Arbor, MI 48104

Convey(s) and Warrant(s) to Frontier International Academy, a Michigan public school academy

Whose address is 13200 Conant Street, Detroit, MI 48212

the following described premises situated in the City of Detroit, County of Wayne and State of Michigan, to-wit:

SEE ATTACHED EXHIBIT "A"

Commonly known as: 13200 Conant Street Hamtramck, Michigan 48212
Tax Parcel # 13024945.001

Real Estate Transfer Tax Valuation Affidavit Filed.
This deed is exempt under MCLA 380.503(9).

Subject to: easement, use, building and other restrictions of record, if any.
and free from any other encumbrances except such as may have accrued or attached through the acts or omissions of persons other than the grantors herein, since July 7, 2022, the date of a certain land contract in pursuance of which this deed is given.

Dated: July 07, 2022

Signed and Sealed in presence of

Signed and Sealed:

Michigan Creative Investment LLC, a Michigan limited liability company

by: Said Issa, its authorized member

STATE OF Michigan

)
)SS.

COUNTY OF Wayne

The foregoing instrument was acknowledged before me on July 7, 2022, by Michigan Creative Investment, LLC, a Michigan limited liability company by Said Issa, its authorized member.

Sign

Print

Notary Public

Acting in

My commission expires:

County, Michigan

County Treasurer's Certificate

City Treasurer's Certificate

File: 7-698181

Drafted by:

Said Issa, authorized member
Michigan Creative Investment LLC, a Michigan limited liability company
341 E Huron
Ann Arbor, MI 48104

Return to:

Asm Rahman, president
13200 Conant Street
Hamtramck MI 48212

Exhibit "A"

Lots 1 through 14; Lots 419 through 437; the West 25 feet of Lot 438; Lots 512 through 543; the West 25 feet of Lots 511 and 544; Lots 618 through 630; the West 25 feet of Lot 617 and vacated streets and alley adjacent. CRAIG AND MAYBURY'S SUBDIVISION, as recorded in Liber 10, Page 26, of Plats, Wayne County Records.

MEMORANDUM OF LAND CONTRACT Title One, Inc. File: 7-698181

This Memorandum of Land Contract, entered into on July 7, 2022

BY AND BETWEEN Michigan Creative Investment, LLC, a Michigan limited liability company by Said Issa, its authorized signor, whose address is 341 E Huron, Ann Arbor, MI 48104 hereinafter "Seller" and Frontier International Academy, a Michigan public school academy, by Asm Rahman, president, whose address is 13200 Conant Street, Detroit, MI 48212 hereinafter "Buyer":

WITNESSETH:

Whereas, buyer and Seller have entered into a Land Contract of even date herewith; and,

Whereas, the parties desire to give record notice of existence of said Land Contract.

Now Therefore, in consideration of the Premises and for other good and valuable consideration Seller acknowledges and agrees that they have sold to Buyer on the Land Contract dated July 7, 2022, the following described premises to-wit:

SEE ATTACHED EXHIBIT "A"

Commonly known as: 13200 Conant Street, Hamtramck, MI 48212
Tax Parcel # 13024945.001

In Witness Whereof, the parties hereto have executed this Memorandum of Land Contract and have caused their hands and seals to be affixed hereto the day and year first above written.

Dated: July 7, 2022

Michigan Creative Investment LLC, a Michigan limited liability company

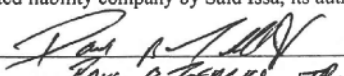
Frontier International Academy, a Michigan public school academy

By Said Issa, authorized member

By Asm Rahman, president

STATE OF MICHIGAN)
)SS.
COUNTY OF Wayne)

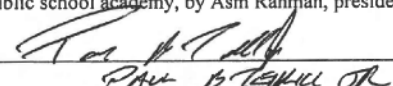
The foregoing instrument was acknowledged before me on July 7, 2022, by Michigan Creative Investment, LLC, a Michigan limited liability company by Said Issa, its authorized signor.

Sign 
Print Paul B. Terrill, Jr.
Notary Public County, Michigan
Acting in County
My commission expires: _____

PAUL B. TERRILL, JR.
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF OAKLAND
MY COMMISSION EXPIRES: OCT. 27, 2026
ACTING IN THE COUNTY OF Wayne

STATE OF MICHIGAN)
)SS.
COUNTY OF Wayne)

The foregoing instrument was acknowledged before me on July 7, 2022, by Frontier International Academy, a Michigan public school academy, by Asm Rahman, president.

Sign 
Print Paul B. Terrill, Jr.
Notary Public County, Michigan
Acting in County
My commission expires: _____

PAUL B. TERRILL, JR.
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF OAKLAND
MY COMMISSION EXPIRES: OCT. 27, 2026
ACTING IN THE COUNTY OF Wayne

Prepared By:
Michigan Creative Investment LLC, a Michigan limited liability company
341 E Huron
Ann Arbor, MI 48104

When recorded return to:
Asm Rahman, president
13200 Conant Street
Detroit, MI 48212

7-698181

LAND CONTRACT

This Land Contract is made as of December ____, 2021, 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 6.2 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: Four Million, and Seven Hundred and Fifty Thousand Dollars (\$4,750,000.00) ("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 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 45 consecutive months with each such monthly installment being due and payable on the 1st day of each month and continuing until the full Purchase Price balance is paid, the balance after Down Payment being Two Million and Two Hundred and Fifty Thousand Dollars (\$2,250,000.00). 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 90 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 after failure to cure 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 ninety (90) 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:

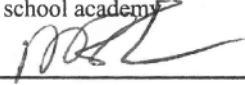
Michigan Creative Investment LLC, a Michigan limited liability company

By: 

Its: Said M. Issa


PURCHASER:

Frontier International Academy, a Michigan public school academy

By: 

Its: President

(Acknowledgements contained on following page)


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

BILL OF SALE

Commitment No.: 7-698181

Seller: Michigan Creative Investment LLC, a Michigan limited liability company

Buyer: Frontier International Academy

Date of Closing: July 7, 2022

The Seller has sold to the Buyer certain real estate described as follows:

SEE ATTACHED EXHIBIT "A"

Commonly known as: 13200 Conant Street, Hamtramck, MI 48212


For the sum of One Dollar (\$1.00) and other good and valuable consideration paid to Seller by Buyer, Seller has bargained and sold, and by these presents does grant and convey unto Buyer, all of the following goods and chattels **"AS IS" WITH NO WARRANTY EITHER EXPRESSED OR IMPLIED**, which are owned by and in the possession of Seller at the subject property: All items on the preprinted purchase agreement and

The following items are excluded from the sale and will be removed from the Property prior to tender of possession: _____

Seller agrees to warrant and defend the sale of said goods and chattels against claims of any and all person or persons whomsoever.

Seller acknowledges that the consideration for the sale of said goods and chattels was actual and adequate and that said sale was in good faith for the purposes herein set forth and not for the purpose of security or for defrauding creditors.


Michigan Creative Investment LLC, a Michigan limited liability company


by: Said Issa, its authorized member

STATE OF MICHIGAN

COUNTY OF Wayne

The foregoing instrument was acknowledged before me on July 7, 2022, by Michigan Creative Investment LLC, a Michigan limited liability company.


Print Name: PAUL B. TERRILL, JR.
Notary Public County, Michigan
Acting in County
My commission expires:

PAUL B. TERRILL, JR.
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF OAKLAND
MY COMMISSION EXPIRES: OCT. 27, 2026
ACTING IN THE COUNTY OF Wayne

CERTIFICATE OF USE AND OCCUPANCY


PERMANENT

**Michigan Department of Labor & Economic Growth
Bureau of Construction Codes & Fire Safety/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317**

**Building Permit No. LB021676
Imagine Schools/Conner Creek
28111 Imperial Drive
Warren, Michigan
Macomb County**

The above named building of Use Group E and Construction Type 3B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.


**Larry Lehman, Chief
Charles E. Curtis, Assistant Chief
Building Division**

November 16, 2005

MAP LEGEND



You are here



Exit

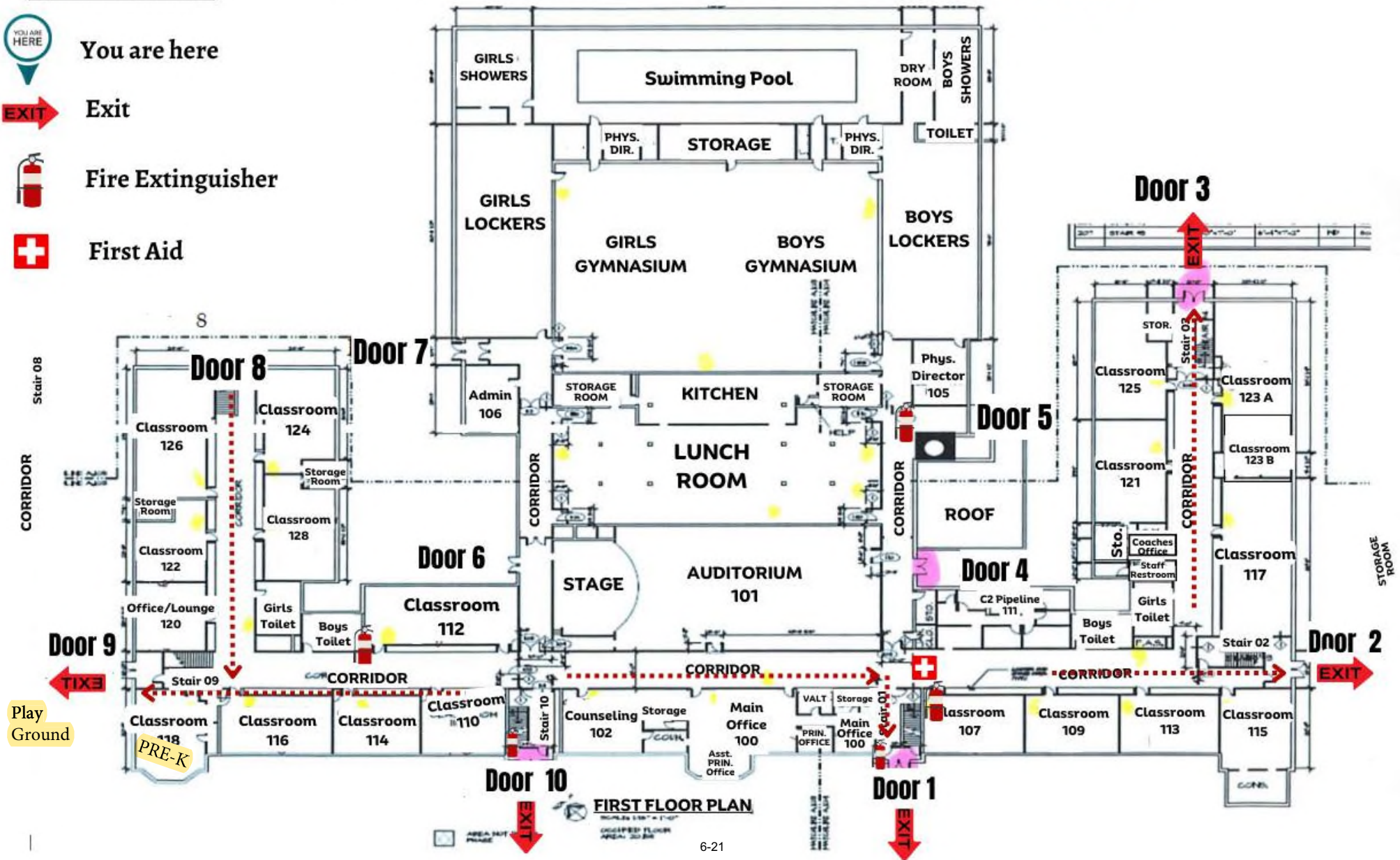


Fire Extinguisher



First Aid

FIA-D FIRST FLOOR EMERGENCY EVACUATION MAP



REVISED LEASE AGREEMENT

This Lease Agreement (the “**Lease**”) is entered into as of July 1, 2025, between **INTERNATIONAL ISLAMIC HEALTH AND DEVELOPMENT NORTH AMERICA**, a Michigan nonprofit corporation, with offices at 28111 Imperial Drive, Warren, MI 48093 (“**Lessor**”), and **FRONTIER INTERNATIONAL ACADEMY**, a Michigan public school academy with offices at 2619 Florian Ave, Hamtramck, MI 48212 (“**Lessee**” or the “**Academy**”), on the following terms and conditions.

1. **Premises.** Lessor leases to Lessee, the portions of the land, building and related improvements at 28111 Imperial Drive, Warren, MI 48093 designated in Exhibit A (the “**Premises**”), including all Common Areas identified on Exhibit A. The Premises shall be expanded or reduced as necessary to make sure the Lessee is in compliance with all requirements of the Bay Mills Community College Board of Regents (“**College Board**”) and the conditions of the Charter Contract issued to Lessee by the College Board dated July 1, 2025 (“**Contract**”). Lessee shall use the premises for any lawful purpose in accordance with the Contract including, but not limited to, the operation of a public school for grades nine through twelve.
2. **Term.** The initial term of this Lease shall commence effective as of July 1, 2025 (the “**Commencement Date**”) provided that the Lease is fully signed and Lessor has delivered exclusive possession of the Premises to Lessee, and shall run concurrent with the Contract and shall expire on the same date the Contract shall expire. Notwithstanding the foregoing, in the event that the Contract is terminated, suspended, revoked, or otherwise non-renewed for any reason, this Lease shall automatically terminate without further obligation or rights to either party hereunder.
3. **Rent.**
 - a. **Base Rent.** Lessee shall pay Lessor, on the first day of each and every month, in advance, a monthly payment of the lesser of either (a) 1/12th of ten percent (10%) of the per pupil state school aid foundational allowance for each student enrolled in the Frontier International Academy school located on the Premises, based on the State Board of Education counts, whenever they may be taken, or, (b) 1/12th of ten percent (10%) of the per pupil state school aid foundational allowance for four hundred (400) students enrolled in the Frontier International Academy school located on the Premises, based on the State Board of Education counts, whenever they may be taken (“Base Rent”). Lessee shall provide Lessor with copies of the forms submitted to the State of Michigan regarding the student count within three (3) business days after such forms are submitted to the State of Michigan.
 - b. **Additional Rent.** Lessee shall reimburse Lessor for real property taxes and assessments and insurance premiums for the Premises. On receiving any tax or insurance bill, Lessor shall give Lessee a notice and the calculation of the amount to be paid by Lessee. Lessee shall pay Lessor the amount within 30 days of receipt of notice from Lessor. Lessee agrees to be responsible for payment of all of the utility services for the Premises, including water and sewer, gas, electricity, and other services delivered to the Premises. All other services contracted for by Lessee shall be paid for by Lessee immediately on presentation of the invoice so that no past due accounts arise. Lessor shall use

commercially reasonable efforts to obtain an exemption for property taxes due to the Academy's use of the Premises as a school, and the Academy shall provide all reasonable assistance to Lessor in obtaining such exemption. Lessor shall apply for the exemption within thirty (30) days from the date of execution of this Lease.

4. **Personal Property Taxes.** Lessor shall pay all personal property taxes levied and assessed to the Lessor. All taxes levied on the personal property owned or leased by Lessee shall be the sole responsibility of Lessee.
5. **Security Deposit.** Lessee shall not be required to pay a security deposit.
6. **Signs.** Lessee shall not construct, place, or paint any sign or awning or other improvement or apparatus on the exterior of the building without the prior written consent of Lessor, which will not be unreasonably withheld, conditioned, or delayed. Any signs placed in the windows of the Premises shall be in keeping with the character and decor of the building as a whole. Notwithstanding the foregoing, Lessor hereby consents to Lessee's placement of the signs attached on Exhibit B hereto on the Premises.
7. **Acceptance of Occupancy.** Lessee shall commence its occupancy of the Premises on the Commencement Date, contingent upon Lessor's provision to Lessee of a Certificate of Occupancy issued in Lessee's name prior to the Commencement Date, and begin payment of rent as called for by this Lease. Lessee has inspected the Premises, finds them in good order and repair, acceptable for Lessee's intended use of the Premises, and, as of the Commencement Date, shall accept the Premises and common areas as is.
8. **Abandonment of Premises.** Lessee shall not vacate or abandon the Premises at any time during the term of this Lease, and if Lessee abandons or vacates the Premises or is dispossessed by process of law or otherwise, any personal property belonging to Lessee left on the Premises shall be deemed abandoned, to the extent permitted by law, at the option of Lessor. Lessor may also take possession of any personal property left by Lessee on the Premises and charge Lessee a reasonable monthly fee for the storage of that personal property. Any fee charged by Lessor for this purpose shall be deemed to be Additional Rent under this Lease and payable within ten (10) days after written notice to Lessee.
9. **Use.** The Lessee is to have full and exclusive occupancy and the right to quiet enjoyment of the Leased Premises during the Term, free from all other tenancies. No other party than the Academy shall have an ongoing right to occupy the building without providing written notice to the Bay Mills Community College Charter Schools Office ("CSO") Director 30 days prior to such occupancy. The Premises are to be used and occupied by Lessee for any lawful use, including, without limitation, for the operation of a public school academy and other uses incidental thereto. No activity shall be conducted on the Premises that does not comply with state and local laws, ordinances, and regulations.
10. **Utilities, Repairs and Maintenance.** Lessee shall be responsible for the payment of all utilities. Lessor shall be responsible for any property taxes, however Academy shall provide Lessor with all relevant information required to apply for a property tax exemption as a public school academy if not already obtained by the Academy. Lessor shall be responsible for maintaining and repairing the roof, walls, foundation, structure, and windows (except for windows which are broken during the Term, which Lessee shall repair) mechanical systems

(except for annual cleaning of furnace and HVAC systems), parking lot (except for clearing of snow and ice) and underground utilities. Lessee shall keep the Premises in the same order and repair, excluding normal wear and tear, as received from Lessor except for the aforesaid obligations of the Lessor. Lessee shall keep the Premises utilized by Lessee in good repair, as reasonably determined by Lessor. If Lessor shall determine that the Premises require any alteration or repair which is solely Lessee's responsibility under this Section, Lessor shall give written notice thereof to Lessee. If Lessee shall not within thirty (30) days thereafter provide Lessor with satisfactory evidence that it has contracted for timely completion of such alteration or repair, Lessor may elect to proceed therewith, in which event Lessee shall reimburse Lessor in the amount of the alteration or repair within ten (10) days after receipt of Lessor's invoice. All such invoices shall constitute Additional Rent under this Lease. Lessee shall have no responsibility for environmental remediation to cause the Premises to comply with law, which shall be Lessor's responsibility.

11. **Surrender of Premises.** Lessee shall surrender the Premises to Lessor at the expiration of this Lease broom clean and in the same condition as at the Commencement Date, excepting normal wear and tear.
12. **Entry and Inspection.** Lessee, its management company or employees, agents and invitees shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week. Lessee shall permit Lessor or Lessor's agents to enter on the Premises at reasonable times and on reasonable notice for the purpose of inspection and repair of the Premises, provided, however, that all such inspections shall be done with as little interference with Lessee's quiet enjoyment of the Premises as reasonably possible. Lessor further acknowledges and agrees that there may be certain parts of the Premises that are restricted areas and shall be inaccessible to Lessor. Notwithstanding the foregoing, Lessee agrees to use its best efforts to accommodate Lessor's reasonable access to the Premises.
13. **Improvements:** As provided in Paragraph 7, above, Lessor, at Lessor's sole expense, shall provide to Lessee a Certificate of Occupancy issued in the name of Frontier International Academy prior to the Commencement Date. Lessee shall make or pay for additional alterations to the Premises as determined by Lessee to improve its environmental condition and/or to make it suitable for Lessee's use as a public school academy ("**Improvements**"). Lessor shall reimburse Lessee up to and including \$100,000.00 for Improvements, with such reimbursement provided to Lessee through a corresponding reduction in Base Rent spread evenly across the Term. If the Lessee makes improvements to the facility, Lessee shall recoup those investments if this Lease is terminated by Lessor without cause prior to the conclusion of the Lease term.
14. **Alterations.** Lessee shall not make any structural alteration, additions, modifications or improvements to the Premises without the prior written consent of the Lessor, which consent may be granted or withheld in the sole and absolute discretion of Lessor. Lessee shall not make any non-structural alterations, additions, modifications or improvements having a cost in excess of \$10,000.00 to the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed.
15. **Assignment and Subletting.** Lessee may not assign, sublet, or otherwise transfer or convey its interest, or any portion of its interest, in the Premises to any entity not affiliated with Lessee without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed.

16. **Fixtures.** All fixtures and moveable equipment purchased with the Academy's funds and installed by Lessee in connection with the business conducted by it on the Premises shall remain the property of Lessee and shall be removed by Lessee at the expiration of this Lease. Lessee shall repair any damage caused by such removal and restore the Premises to their original condition, normal wear and tear excepted.
17. **Lessee's Liability.** All Lessee's personal property, including trade fixtures, on the Premises shall be kept at Lessee's sole risk. Lessor shall not be responsible or liable to Lessee for any loss of business or other loss or damage that may be occasioned by or through the acts or omissions of persons (other than Lessor, its officers, agents, or employees) for any loss or damage resulting to Lessee or its business or property from water, gas, sewer, or steam pipes that burst, overflow, stop, or leak; from heating, cooling, or plumbing fixtures; or from electric wires or gas odors within the Premises from any cause, except as may result from and be directly caused by the negligence or intentional conduct of Lessor. The provisions of this section shall not be interpreted to prevent Lessee from recovering any losses under the coverage provided by Lessor's fire and extended coverage insurance policy, if any losses of Lessee are covered by that policy.
18. **Fire And Casualty, Partial Destruction Of Premises.** In the event of a partial destruction or damage of the Premises, which prevents the conducting of a normal business operation in the Premises by Lessee and which damage is reasonably repairable within thirty (30) days after its occurrence, this lease shall not terminate but the rent for the Premises shall abate during the time of such business interference. In the event of partial destruction, Lessor shall repair such damages within thirty (30) days of its occurrence unless prevented from so doing by acts of God, the elements, the public enemy, strikes, riots, insurrection, government regulations, city ordinances, labor, material or transportation shortages, or other causes beyond Lessor's reasonable control.
19. **Zoning.** Should the zoning ordinance of the city or municipality in which this property is located make it impossible for Lessor, using diligent and timely effort to obtain necessary permits and to repair and/or rebuild so that Lessee is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as provided in the next Section 20.
20. **Total Destruction Of Business Use.** In the event of a destruction or damage of the Premises, including the parking area, so that Lessee is not able to conduct its business on the premises and which damages cannot be repaired within thirty (30) days this Lease may be terminated at the option of either the Lessor or Lessee. Such termination in such event shall be effected by written notice of one party to the other, within five (5) days after such destruction. Lessee shall surrender possession within ten (10) days after such notice issues and each party shall be released from all future obligations hereunder, Lessee paying rental pro rata only to the date of such destruction. In the event of such termination of this lease, Lessor at its option, may rebuild or not, according to its own wishes and needs.
21. **Condemnation.** If all or any material part of the Premises shall be taken or condemned by any competent authority for any public use or purpose, the Lease Term shall, at the option of Lessor, end as of the date of the actual taking. If the Premises may not be reasonably used for the purpose contemplated by this Lease following any taking, Lessee may terminate this Lease

by written notice to Lessor. In the event of a termination pursuant to this Section, Rent shall be prorated to the date of such taking. In the event of a condemnation, Lessor shall be entitled to the entire condemnation award, except that Lessee shall be entitled to receive any portion of the condemnation proceeds awarded for Lessee moving costs and related expenses, diminution in value of the leasehold interest, and reimbursement for the amount of Credit for Lessee's Work actually paid only.

22. **Indemnity.** Except as to gross negligence or willful misconduct of the other party, Lessor and Lessee ("**Indemnifying Party**") will protect and indemnify the other ("**Indemnified Party**") to the extent permitted by law without waiving any privileges or governmental immunities and save harmless the Indemnified Party from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon or about the Premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by the Indemnifying Party or any person claiming through or under the Indemnifying Party.
23. **Insurance.** Lessee covenants and agrees that it will at its own expense procure and maintain commercial, general liability insurance in a responsible company or companies authorized to do business in the State of Michigan, in an amount reasonably required by the Lessor, but in no event less than \$1,000,000.00 combined single limit per occurrence or such other amount as may be required by the Contract. Certificates or copies of said policy, naming the Lessor as an additional insured, and providing for thirty (30) days' notice to the Lessor before cancellation shall be delivered to the Lessor within ten (10) days from the Commencement Date. The Lessor shall at a minimum keep in full force and effect during the term of this Agreement, a policy of general comprehensive general liability and property damage insurance. If practicable, the Lessor shall name the Lessee as an additional insured. The Lessor shall provide to the Lessee proof of such insurance coverage. Lessor's insurance is separate from and in addition to the insurance the Academy Board is required to obtain under the Contract.
24. **Environmental Matters.** Lessee shall not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process hazardous substances in violation of Environmental Laws. Except to the extent arising out of Lessee's breach of any Environmental Law, Lessor further covenants and agrees to indemnify, defend and hold harmless Lessee from and against any and all suits, liabilities, obligations, damages, penalties, claims, losses, charges, expenses and costs (including, but not limited to consultant fees and attorneys' fees) resulting from the presence of Hazardous Materials at, on, under or around the Premises or resulting from Hazardous Materials being generated, stored, disposed of, migrated to or from, or transported to, on, under or around the Premises or a breach of any Environmental Laws (in each case, whether occurring prior to, during, or after the Term of this Lease), including, without limitation, (i) the cost of removal of any and all Hazardous Materials from all or any portion of the Premises, (ii) additional costs required to take necessary precautions to protect against the release of Hazardous Materials on, in, under or affecting the Premises into the air, any body of water, any other public domain or any surrounding areas, and (iii) any costs incurred to comply, in connection with all or any portion of the Premises with all applicable Environmental Laws. The Academy has no liability or obligation to investigate, clean, remove, remediate or otherwise deal with hazardous material present at the site prior to the Academy occupying the site. Such liability is the responsibility of the Lessor. Lessor, at Lessor's cost, shall promptly remove any Hazardous Materials (other than Hazardous Materials

introduced by Lessee) found in, on or about the Premises. Lessor shall provide to Lessee copies of any environmental reports (including, without limitation, Phase I and Phase II audits) obtained by or on behalf of Lessor with respect to the Premises. **“Hazardous Materials”** shall mean: (i) any hazardous, toxic or radioactive substance, material, matter or waste regulated under an Environmental Law, including but not limited to formaldehyde, urea, asbestos, polychlorinated biphenyls, any petroleum product, petroleum derived products and/or its constituents or derivatives, any flammable or explosive materials; (ii) “Hazardous Substances” and “Hazardous Waste” as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901 et seq., and (iii) the term “Chemical Substance” as defined in the Toxic Substance Control Act, as amended, 15 U.S.C. §2601 et seq., respectively. **“Environmental Laws”** means all federal, state and local laws, statutes, rules, orders, decrees, consent agreements, permits, authorizations, ordinances and codes that govern or pertain to the protection of health and the environment. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

25. **Defaults Of Lessee.** Upon default in payment of rental herein or upon any other default by Lessee in accordance with the terms and provisions of this Lease, this Lease may at the option of the Lessor be cancelled and forfeited, provided however that Lessor shall give Lessee a written notice specifying the default, or defaults, and stating that this lease will be cancelled and forfeited thirty (30) days after the giving of such notice, unless such default, or defaults, are remedied within such grace period. In the event Lessee is adjudicated as bankrupt or in the event of a judicial sale or other transfer of Lessee's leasehold interest by reason of any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within ten (10) days from the giving of notice thereof by Lessor to Lessee, then and in any such events, Lessor may, at its option, immediately terminate this lease, and re-enter said premises, upon giving of ten (10) days' written notice by Lessor to Lessee, all to the extent permitted by applicable law. A waiver as to any default shall not constitute a waiver of any subsequent default or defaults. Acceptance of keys, advertising and re-renting by the Lessor upon the Lessee's default shall be construed only as an effort to mitigate damages by the Lessor, and not as an agreement to terminate this Lease. Notwithstanding anything in this lease to the contrary, this Lease shall automatically terminate in the event of a termination and failure to replace the Contract.
26. **Defaults of Lessor.** The Academy may terminate this Agreement upon the Lessor's uncured default of the Agreement provided however that Lessee shall give Lessor a written notice specifying the default, or defaults, and stating that this lease will be cancelled and forfeited thirty (30) days after the giving of such notice, unless such default, or defaults, are remedied within such grace period. Such termination does not limit the remedies available to the Academy or the University under the Contract, the Agreement or applicable law. A waiver as to any default shall not constitute a waiver of any subsequent default or defaults.
27. **Right Of Either Party To Make Good Any Default Of The Other.** If default shall be made by either party in the performance of, or compliance with, any of the terms, covenants or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term, covenant or condition, or make good such default. If Lessee cures the default of Lessor under this Section, all such payments made by Lessee shall be deducted from the Base Rent owed to Lessor in the

subsequent month. If Lessor cures the default of Lessee hereunder, Lessee shall reimburse Lessor for all sums expended by Lessor.

28. **Subordination.** This Lease and Lessee's rights shall at all times be subordinate to the lien of any mortgage now or later placed on the land and building of which the Premises are a part, and Lessee agrees to provide any mortgagee with a customary Lessee's estoppel letter at the request of any mortgagee with respect to the status of this Lease or any collateral assignment of this Lease or the rents under it that Lessor may make to any mortgagee as additional security for the indebtedness secured by the mortgage. If Lessee is requested to sign any subordination agreement on behalf of Lessor's mortgagee, Lessee agrees to sign a reasonable and customary subordination agreement that includes language providing that Lessee's interest and rights under this Lease will not be disturbed so long as Lessee is not in default under the Lease. Lessee agrees not to look to any mortgagee, as mortgagee in possession or successor in title to the Premises, for accountability for any security deposit required by Lessor or any successor lessor unless the sum has actually been received by the mortgagee as security for Lessee's performance of this Lease. Nothing in this paragraph shall be deemed to indicate that Lessee is under any obligation with respect to a security deposit or that Lessor holds any security deposit, and this section shall apply only if a security deposit is actually given to Lessor. If a mortgagee required that proceeds of casualty insurance or condemnation be applied to reduce the mortgage debt rather than to restore damaged or taken property, this Lease shall terminate, and neither party shall have any further obligation to the other.

29. Right to Purchase; Right of First Refusal

(a) **Renewal/Right to Purchase.** Assuming renewal of the Academy's Contract after the end of the Term, both parties shall have the option to renegotiate and renew this Lease ninety (90) days prior to the expiration of its current term unless Lessee or Lessor notifies the other party by written notice that it shall not be renewing the Lease. If non-renewal is pursuant to notice from Lessor, then Lessee, before the last 60 days of the current Term, if no Event of Default has occurred hereunder and is then continuing, may give notice of its election to purchase the Premises. The purchase price of the Premises shall be the Fair Market Value (as defined below) less any unamortized portion of the Cost of Improvements due for reimbursement by Lessor. "Fair Market Value" shall mean the value as determined by an appraisal obtained by Lessor upon Lessee's request and conducted at Lessor's expense within six (6) months after notice from Lessee of its exercise of its option; however, if Lessee elects to also have its own appraisal conducted at Lessee's own expense, then the Fair Market Value shall be the average of the two appraised values. The closing on the purchase shall occur within one hundred eighty (180) days after the Fair Market Value has been established. Any appraisal pursuant to this paragraph must be "independent". "Independent" means the person or entity conducting the appraisal may not have a prior business or familial relationship with either party, including a party's present or former managers, directors, members, or employees. Any appraiser must be licensed and certified. Lessee shall continue to pay rent at the current lease rate for all periods of time during which Lessee is perfecting and exercising its right to purchase up to and through the date of the closing.

(b) **First Refusal to Purchase Option.** If Lessor at any time during the Lease Term before the end of the Term receives one or more bona fide offers from third parties to purchase the Premises (which may be contained in a nonbinding letter of intent), and if any such offer is acceptable to Lessor, then if an Event of Default has not occurred hereunder which is then

continuing, Lessor agrees to notify Lessee in writing, giving the name and address of the offeror, and the price, terms and conditions of such offer, and Lessee shall have ten (10) business days from and after the giving of such notice from Lessor in which to elect to purchase the Premises for the consideration and on the terms contained in the bona fide offer. If Lessee does not elect to purchase the Premises and Lessor thereafter sells the Premises to the offeror (on price, terms and conditions set forth in such offer, as subsequently modified by Lessor and such offeror, provided that any adjustments to the purchase price shall not exceed 5% of the purchase price contained in the offer), the purchaser shall take the Premises, subject to and burdened with all the terms, provisions and conditions of this Lease, but free of this Section 28(b) which shall be of no further force and effect.

Notwithstanding any other provisions of this Lease, the provisions of this Section 28(b) shall not apply to (i) any sale of the Premises or any property of which the Premises are a part at foreclosure, and shall not be binding upon any purchaser at foreclosure, any mortgagee in possession, or any holder of a deed in lieu of foreclosure or the successors or assigns of any of the foregoing, (ii) any sale of the Premises by Lessor in connection with sale and leaseback financing, (iii) any sale or transfer of the Premises to a partnership, corporation, limited liability company or trust in which Lessor has an interest or which has an interest in Lessor; to the spouse or a relative of Lessor or to a trust for the benefit of a spouse or relative of Lessor; or any transfer without consideration.

30. **Notices.** Any notice required under this Lease shall be in writing and sent by certified mail-return receipt requested or by reputable overnight carrier, to the addresses of the parties set forth in this Lease or to another address that a party substitutes by written notice; and notice shall be effective as of the date of first attempted delivery.
31. **Handling of Lease Disputes.** Lessee shall designate a member of the Board to handle all lease disputes with Landlord, with the input and assistance of counsel retained by the Board.
32. **Lessee's Possession and Enjoyment.** Lessee, on payment of the rent, utilities and other expenses, at the time and in the manner stated above, and on performance of all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the Premises for the term of this Lease.
33. **Holding Over.** If Lessee does not vacate the Premises at the end of the term specified in this Lease, such holding over shall constitute a month-to-month tenancy at 125 percent of the then existing rental Base Rent, plus Additional Rent.
34. **Compliance with Laws and the Contract.** The parties recognize that the Academy is a public school academy chartered by the College Board and, as such, is subject to 6A of the Revised School Code (the "Code") and the Contract. Accordingly, in the event of any conflict between the terms and conditions of this Lease and the Code or the Contract, the Code or Contract, as the case may be, shall be controlling, and this Lease shall be deemed to be amended to the extent necessary to comply with the applicable requirements of the Code or the Contract. Further, as required by the Law and/or the Contract, Lessor agrees to the following:
 - a. Lessor shall make all lease and physical plant records related to the Academy available to the the Lessee's independent auditor and the Authorizer CSO.
 - b. No provision of this Lease shall interfere with the Lessee's exercise of the statutory, contractual and fiduciary responsibilities governing the operation of the school. The

Lessee shall at all times continue, and nothing in this Lease shall prohibit, the Lessee Board from acting as an independent self-governing public body and the Lessee shall make all board decisions in compliance with the Open Meetings Act.

- c. This Agreement shall not restrict the Academy Board from waiving its governmental immunity or require the Academy Board to assert, waive or not waive its governmental immunity.
- d. If the Lessor procures equipment, materials and supplies at the request of or on behalf of the Academy, Lessor shall follow applicable competitive bidding laws and is prohibited from including any added fees or charges with the cost of equipment, materials and supplies purchased from third parties (except that the Lessor may assess actual costs, such as taxes, shipping, permits, installation, or other similar expenses).
- e. The Academy may terminate this Agreement 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 Michigan Department of Education under Section 507 of the Code, MCL 380.507, or (ii) pursuant to a reconstitution by the College Board pursuant to Section 507 of the Code, MCL 380.507, and the Contract. The Lessor 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 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.


35. **Entire Agreement.** This Lease contains the entire agreement of the parties with respect to its subject matter, and this Lease may not be amended or modified except by a written instrument executed by the parties to this Lease. Any amendments to this Agreement must be reviewed by the CSO before execution, however, for certain types of non-substantive amendments to this Agreement, the CSO Director may decide to waive in writing the Authorizer's Leasing Policies.
36. **Waiver.** The failure of the Lessor to enforce any covenant or condition of this Lease shall not be deemed a waiver of its right to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless the waiver is in writing.
37. **Binding Effect.** This Lease shall be binding on and inure to the benefit of the parties to this Lease and their respective successors and permitted assigns.
38. **Time of the Essence.** Time shall be deemed to be of the essence in the performance of this Lease.
39. **Commissions.** Lessee shall be responsible for its real estate brokerage commissions, if any, incurred in connection with this Lease.
40. **Effective Date.** This Lease shall be effective as of the date first stated above.

[Remainder of page intentionally left blank].

WHEREAS the parties hereby execute this Lease as of the day and year first written above.


LESSEE:

FRONTIER INTERNATIONAL
ACADEMY

By: /s/  _____
Name: Asm Rahman
Its: President

LESSOR:

INTERNATIONAL ISLAMIC HEALTH
AND DEVELOPMENT NORTH
AMERICA

By: /s/  _____
Name: Abdul Rahman Waheed
Its: _____

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

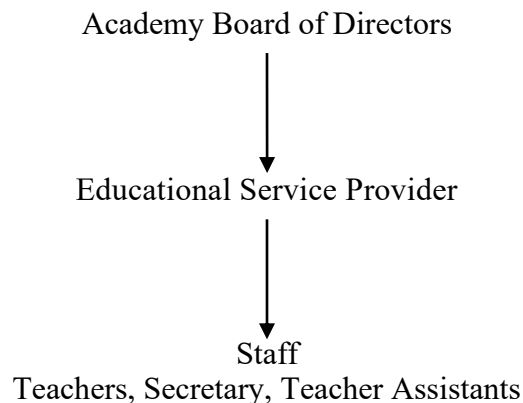
The College Board shall appoint the Board of Directors of the Academy (“Academy Board”). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the terms and conditions of this Contract and Applicable Law. Contract Schedule 2: Bylaws, Articles IV and V, set forth a further description of the Academy Board’s governance structure.

The Academy is incorporated as a non-stock, directorship nonprofit corporation. The Academy Board shall have at least five (5), but no more than nine (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 Bay Mills Community College Board of Regents.

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.

With the issuance of this Contract, the Academy Board may contract with a service provider to implement the Academy’s educational program as set forth in Schedule 7 of this Contract. If the Academy Board retains a service provider, that service provider will be responsible for the performance of the Academy and will be accountable to the Academy Board. A service provider must report to the Academy Board at regularly scheduled times and upon any request by the Academy Board.

The Governance Structure of the Academy:



The Frontier International Academy Board of Directors currently consists of five (5) members. The College Board 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:

Asm Rahman, President	Term Ending June 30, 2028
Ibrahim Suliman, Vice President	Term Ending June 30, 2026
Yunus Wasel, Secretary	Term Ending June 30, 2027
Syed Hoque, Treasurer	Term Ending June 30, 2027
Michael Mohsin, Member	Term Ending June 30, 2026

SECTION B

EDUCATIONAL GOALS

Pursuant to Applicable Law and Terms and Conditions of this Contract, including Article VI, Section 6.2, and the Academy shall achieve or demonstrate measurable progress for all groups of pupils toward the achievement of the educational goal identified in this schedule. Upon request, the Academy shall provide Bay Mills Community College Charter Schools Office (BMCSO) with a written report, along with supporting data, assessing the Academy's progress toward achieving this goal. In addition, Bay Mills Community College Board of Regents Public School Academy Authorizing Body 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, BMCSO will annually assess the Academy's performance using the following measures:

Measure 1: Student Achievement

The academic achievement of all students grades 2-11 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.
Grades 9-11 State Accountability Test for grades 9 and 10 (PSAT and PSAT/NMSQT at Contract start date)	The average grade-level scores in reading and math as measured by State Accountability Test.	Students enrolled for three* or more consecutive years will on average achieve scores equal to or greater than the grade-level reading and math college readiness achievement targets identified by State.

State Accountability Test for grade 11- (SAT at Contract start date)		
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*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 10 at the Academy will be assessed using the following metrics and growth targets:

Grades	Metrics	Growth Targets
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.
Grades 9-10 (NWEA Test must be administered in fall and spring. (Academy may request PSAT in lieu of NWEA Test in both the fall and spring for purpose of measuring growth. Permission must be obtained from Bay Mills before replacing NWEA for grades 9 and 10)	Growth made by students from fall-to-spring in critical reading and math as measured by growth targets set for each student on the Measure of Academic Progress by NWEA or if permission obtained to use PSAT, progress toward college-readiness targets set by PSAT and PSAT/NMSQT	Students will on average achieve measurable fall-to-spring academic growth targets for reading and math as set for each student on the Measure of Academic Progress by NWEA or, if permission obtain to use PSAT, growth toward PSAT and PSAT/NSQT targets.

*The measure of student growth is the most important, but not the only factor the authorizing body 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, the trend in the number of students reaching growth targets and achievement targets over the contract period.

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
9	221.4	230.03
10	223.51	232.42

SECTION C

EDUCATIONAL PROGRAMS



GLOBAL EDUCATIONAL EXCELLENCE

*Transforming educational communities by fostering academic excellence,
positive character and appreciation of cultures.*

FRONTIER INTERNATIONAL ACADEMY

K-12 EDUCATION PLAN 2025-2026

2455 S. Industrial Hwy. Ann Arbor, MI 48104
P: (734) 369-9500 F: (734) 369-9499
www.gee-edu.com

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EDUCATIONAL PROGRAM

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.3, the Academy shall implement, deliver and support the educational programs identified in this schedule.

MISSION

The Academy's ("Academy") mission is to promote lifelong learning by nurturing academic excellence, positive character and an appreciation of cultures.

BELIEFS

- All students are entitled to reach their highest potential and must be encouraged to strive for excellence through a meaningful educational experience.
- Academic work must be challenging for all students, taking them above and beyond state standards and tapping into their diverse learning styles.
- The Academy should provide an environment where students are comfortable with their unique heritage regardless of their ethnicity, religion, race or background.
- Learning is enhanced by diversity and the Academy must promote multicultural awareness.
- To be effective, the Academy must provide a safe, orderly and positive learning environment.
- Parents are partners in the learning process and educational success is most often achieved when parents seize opportunities for involvement and support.
- The Academy and community should be in a partnership that shares the responsibility of educating its citizens.
- Learning is a lifelong process.

INTRODUCTION

The Michigan Academic Standards ("MAS") were used to guide the research, development and ultimate adoption of grade level curriculum across disciplines as well as a framework used by all Global Educational Excellence ("GEE") academies for prescribing instructional resources, methods and progressions.

Michigan adopted the Common Core State Standards ("CCSS") for [mathematics](#) and [English language arts](#) ("ELA") in June, 2010. All GEE academies have adopted guaranteed and viable curriculum resources. That is, adopted curriculum resources covering all grade-level standards, and there is adequate time created within Academy master schedules each day to implement the curriculum with fidelity. In addition to ELA and math, all GEE academies have adopted guaranteed and viable curriculum resources for [science](#) (NGSS), [social studies](#) (C3s) and Arabic.

MODEL OF CONTINUOUS IMPROVEMENT

GEE's Model of Continuous Improvement requires teams of teachers and administrators to examine student performance data, to design and implement instruction and monitor results. The curriculum review process uses a parallel process of continuous improvement that includes the examination of curriculum, driven by student results over time, to determine what students should know, be able to do and understand, when content should be taught, and when and how student mastery will be assessed. Curriculum development and renewal is a dynamic and continuous process in which the Curriculum and Instruction team plans with a content committee representing teachers, instructional coaches, administrators, curriculum directors and academic coordinators. The team evaluates the educational programs in a systematic and data-driven way. This process helps ensure that the curricula expectations for the Academy are rigorous, relevant and transparent. In addition, it guarantees that the curriculum is aligned with state and national standards. The GEE Curriculum Review and Renewal Plan outlines the process.

21ST CENTURY SKILLS

21st century skills refers to a broad set of knowledge, skills, work habits, and character traits that are believed—by educators, school reformers, college professors, employers and others—to be critically important to success in today's world, particularly in collegiate programs and contemporary careers and

workplaces. Generally speaking, 21st century skills can be applied in all academic subject areas, and in all educational, career and civic settings throughout a student's life.

The following list provides a brief illustrative overview of the knowledge, skills, work habits and character traits commonly associated with 21st century skills, which are woven throughout the fabric of all GEE core curriculum, at all grade levels:

- Critical thinking, problem solving, reasoning, analysis, interpretation, synthesizing information
- Research skills and practices, interrogative questioning
- Creativity, artistry, curiosity, imagination, innovation, personal expression
- Perseverance, self-direction, planning, self-discipline, adaptability, initiative
- Oral and written communication, public speaking and presenting, listening
- Leadership, teamwork, collaboration, cooperation, facility in using virtual workspaces
- Information and communication technology ("ICT") literacy, media and internet literacy, data interpretation and analysis, computer programming
- Civic, ethical, and social-justice literacy
- Economic and financial literacy, entrepreneurialism
- Global awareness, multicultural literacy, humanitarianism
- Scientific literacy and reasoning, the scientific method
- Environmental and conservation literacy, ecosystems understanding
- Health and wellness literacy, including nutrition, diet, exercise, and public health and safety

MULTI-TIERED INSTRUCTIONAL FRAMEWORK

The Multi-Tiered System of Supports ("MTSS") model is predicated on the notion that all students can make adequate growth and that core programs should meet the needs of at least 80% of the student population. If this is not the case, the team needs to strategize to close the gap toward grade-level expectations. This means the School-wide MTSS team must evaluate the curricula for implementation with fidelity, course assignments/schedules, time on task, classroom data and classroom climate. The team then engages in difficult, yet productive, conversations about whether the implementation of the curricula is meeting the needs of 80% of all students, and plan prevention making sure that all students have access to high-quality developmentally appropriate tasks and intervention activities that target areas which data analysis suggests need attention (e.g., professional development, re-teaching of foundational skills, consistently re-emphasizing school rules and expectations, etc.).

The district academic and behavioral program is a multi-tiered plan, which includes three tiers of support designed to meet the instructional and behavioral needs of all children. Each level targets a specific group of learners, is supported by evidence-based instructional materials, and provides differentiated instruction and routine monitoring of progress. Instructional decisions regarding level of services are based on student performance outcomes on the MTSS Screener and class assessments.

CHAMPS

The CHAMPS program, a classroom management system that encourages students to be motivated, engaged, and responsible, outlines expected behavior for students in each activity throughout the daily schedule. The acronym CHAMPS describes C-Conversation (Voice Level), H-Help (What to do if you need help), A-Activity (What tasks the students should be doing), M-Movement (What is the level of movement required), P-Participation (How can teacher tell if they are participating in the activity), and S-Success (If teacher can tell that students are meeting these expectations then they achieve success). Teachers review the CHAMPS expectations for each activity throughout the school day to ensure that students are clear on what the teacher expects of them.

SHELTERED INSTRUCTION PROTOCOL ("SIOP®")

SIOP® is a research-based method of instruction targeted toward meeting the academic needs of English Learners ("ELs"). SIOP® is an instructional model that contains 8 components and 30 features used to ensure ELs have their content and language needs met in mainstream classrooms.

INSTRUCTIONAL COACHES

The K-12 GEE instructional coach team is composed of educational leaders who train teachers and provide resources, feedback, modeling (“I do, We do, You do”), and professional development to help schools meet instructional goals and school improvement goals. All GEE core teachers, across all GEE academies and grades, have an instructional coach whose responsibilities include, but are not limited to:

- Providing full-time, on-site, job-embedded professional development for classroom teachers.
- Providing awareness sessions at each school so that all staff members are informed of the Coach Program
- Collaborating with teachers to analyze student assessment data including achievement tests, classroom assessments, and student work samples through the data teams and MTSS teams
- Assisting in the establishment of building goals, strategies, and action steps, based on data analysis and work with staff.
- Documenting work performed, maintaining schedules, collecting data, and completing all other program requirements.
- Implementing GEE instruction and assessment strategies as presented in the PD sessions.
- Providing professional development for teachers through pre- and post-lesson conference sessions, team teaching, analysis of student work and assessment data, and discussion of researched-based practices.
- Assisting teachers in learning content, pedagogy, and assessment strategies to improve student learning and achievement.
- Attending all professional development sessions in their entirety each month.
- Honoring confidentiality of teacher and student data, documents, and communication.
- Informing teachers and Principal at least 24 hours before a change in schedule if possible.
- Providing awareness and facilitating attendance at professional development.

MOODLE

All GEE academies use Moodle as their universal Learning Management System (“LMS”). Instructional coaches and principals need only learn and support one LMS. Master Moodle courses have been created by a GEE teacher team of master Moodle course creators. Over 10,000 daily Moodle lessons have been created for each core subject at each grade K-12. Master Moodle courses are available to all teachers, paraprofessionals and substitutes. All GEE teachers are expected to begin their lesson planning using their grade/subject(s) master Moodle lessons and then modify/differentiate in accordance with their students’ unique learning needs.

CURRICULUM RESOURCES

Curriculum Resource	Online/Print	Grade Levels
English Language Arts		
Benchmark Advance®	Online/Print	K-5
Lexia® Core 5®	Online	K-5
Heggerty	Online/Print	K-12
Learning A to Z	Online	K-5

Lexia Power Up Literacy®	Online	6-12
McGraw-Hill StudySync® ELA	Online/Print	6-12
Mathematics		
Bridges™ in Mathematics	Online/Print	K-5
Dreambox	Online	K-12
Amplify Desmos Math	Online/Print	6-8
College Preparatory Mathematics ("CPM")	Online	9-12
Science		
Amplify	Online/Print	K-8
OpenSciEd™	Online	9-11

Social Studies		
Savvas myWorld Interactive	Online/Print	K-5
TCI™ Social Studies	Online/Print	6-11
EL Teacher Resources		
NatGeo Reach Higher	Online/Print	K-12
Vista Get Ready!	Online/Print	K-12
NatGeo Lift	Online/Print	9-12
Arabic		
GEE Arabic Curriculum	Online/Print	K-11
Art		
GEE Art Curriculum	Online/Print	K-12
PE/Health		

Michigan Model for Health™	Online	K-12
Credit Recovery		
Imagine Learning Edgenuity	Online	9-12

CORE CURRICULUM GRADES K-12

K-5 ENGLISH LANGUAGE ARTS

Benchmark Advance

Benchmark Literacy program is a comprehensive, research-proven program that empowers both experienced and beginning teachers with best-practice tools for vertically aligned K-5 reading, writing, speaking, listening and language instruction:

- Pre-, ongoing, and post-assessment
- Gradual-release mini-lessons with built-in choice
- High-quality informational, narrative, and opinion/argument texts
- Complex texts for close reading applying text-dependent strategies
- Differentiated support for English learners and special needs students
- Customized professional development services
- State-of-the-art interactive technology
- Builds foundational skills—such as phonics, word study and fluency—to produce proficient readers
- Scaffolds ALL students to access complex informational and literary texts during whole- group lessons
- Guides students to use text evidence in close reading
- Provides opportunities for students to develop collaborative conversations
- Develops writers by teaching writing process and writing to sources

Lexia Core 5

Lexia Reading Core5 provides a personalized, data-driven approach through a system of student-driven learning online, and targeted instruction by a teacher or paraprofessional. It empowers students of all abilities in grades pre-K-5 to build fundamental literacy skills through technology and direct instruction.

Lexia Reading Core5 covers the six areas of reading instruction (phonological awareness, phonics, structural analysis, automaticity, vocabulary and comprehension), including activities focused on academic vocabulary through structural analysis. This begins with oral language and listening comprehension, building to reading comprehension. The program aligns to rigorous reading standards, including the Common Core State Standards.

Heggerty K-5

Heggerty Phonemic Awareness lessons supplement the Benchmark Advance curriculum. Lessons are taught consistently each day with explicit teacher modeling and scaffolded support, so teachers see improvement in students' reading, spelling, and writing, as the students learn to hear the sounds in words.

Heggerty lessons cover all consonants, short vowels, digraphs, blends, vowel words and rime patterns. In addition, lessons cover long vowels, R-controlled vowels, special vowel sounds, multisyllabic words and include decoding and increased complexity of words and tasks for multiple skills.

Heggerty Phonemic Awareness also includes systematic phonemic awareness intervention lessons for students during remediation block time. These lessons are used in small groups or with individual students who struggle to decode words automatically.

Learning A to Z K-5

Raz-Plus is a blended learning platform that combines teacher-led whole-class and small-group instruction with technology-enabled resources for personalized reading practice. Learning A to Z is a suite of literacy applications with: leveled and interactive e-books; personalized differentiated reading instruction and practice, and assessment.

6-12 ENGLISH LANGUAGE ARTS

McGraw-Hill StudySync ELA

StudySync is a complete ELA curriculum designed to meet the rigorous academic needs of today's classroom. In print or online, StudySync is designed to engage every student, because every student deserves the same opportunity and access in the classroom, regardless of his or her native language, learning level or physical, social and emotional ability.

StudySync's unique blend of contemporary and classic literature comes together with the program's rigorous reading routines to dynamically instruct students toward mastery. Embedded skill lessons ensure students build foundational language and comprehension skills, as well as reading, writing, and research on inquiry skills every day. Resources are organized around a first read, a close read, and an associated skill lesson. ELL skill lessons emphasize explicit vocabulary instruction, language acquisition, and reading comprehension. Extended Writing Projects ("EWP") guide students through the process of writing multi-paragraph essays in a variety of forms. Explicit writing instruction through a combination of writing process and skill lessons, guide students through the stages of planning, drafting, revising, editing and publishing. Self, peer and teacher evaluations are embedded in every unit lesson to provide teachers a wide variety of short and longer cycle formative assessment options. End-of-unit summative assessments combine progress monitoring tools and targeted lessons for re-teaching and remediation to meet the needs of all learners. The peer review platform creates a community of writers giving students an authentic audience to provide immediate feedback every time they write. Anonymous peer review helps build students into skilled writers and critical thinkers.

Lexia Power Up

Lexia PowerUp Literacy is designed to help students in grades 6 and above become proficient readers and confident learners. PowerUp helps educators simultaneously address gaps in fundamental literacy skills while helping students build the higher-order skills they need to comprehend, analyze, evaluate, and compare increasingly complex literary and informational texts. Blending online student-driven explicit instruction with offline teacher-delivered lessons and activities, Lexia PowerUp empowers secondary teachers to:

- Address the instructional needs of a wide range of reader profiles
- Engage, challenge, and motivate students to take ownership of their learning
- Help students develop the skills they need to succeed in content-area classes

K-5 MATH

Bridges in Mathematics

The elementary Bridges in Mathematics program lays the groundwork for mathematical literacy at an early age. The students are introduced to strands in algebra, data and probability, geometry, measurement, numeration, patterns and functions. The instruction is structured to provide multiple exposures to topics and frequent opportunities to review and practice skills.

Bridges in Mathematics is a comprehensive K-5 curriculum that equips teachers to fully implement the MAS for mathematics in a manner that is rigorous, coherent, engaging and accessible to all learners.

The curriculum focuses on developing students' deep understandings of mathematical concepts, proficiency with key skills and ability to solve complex and novel problems. *Bridges* blends direct instruction, structured investigation and open exploration. It taps into the intelligence and strengths of

all students by presenting material that is as linguistically, visually and kinesthetically rich as it is mathematically powerful.

6-12 MATH

6-8 Amplify Desmos Math

Amplify Desmos Math helps teachers cultivate a classroom of eager, collaborative learners by starting with student ideas and building to robust grade-level learning for every student every day. Desmos Math combines interactive problem-based lessons with explicit instruction, reinforcement, and practice to enable students to develop math proficiency that lasts. Lessons set a strong foundation in procedural and fact fluency, deepen understanding of concepts, and enable students to apply learning to real-world tasks. The program offers a problem-based approach that gets results by developing deep conceptual understanding, procedural fluency and application. Technology connects the classroom, fostering collaboration, discourse and perseverance in problem solving. Students' natural curiosity leads to deep understanding and math learning that lasts a lifetime.

9-12 MATH

College Preparatory Mathematics (CPM)

CPM is a student-centered curriculum where students work in study teams of 2-4, which provide for student discourse and sharing of ideas along with allowing students to take risks, question and refine their ideas. The program takes a problem-based approach where problems are engaging, non-routine, thought-provoking tasks. Embedded questioning allows students to construct their knowledge. Teamwork creates safe productive struggle on challenging problems and students make sense of the mathematics they are learning.

CPM is grounded in an extensive and growing research base supporting CPM's Three Pillars: Collaboration, Problem-Based Learning and Mixed Space Practice. Students explore the connections within math with topics that are interwoven throughout the course. Mixed, spaced practice keeps topics fresh in students' minds and illuminates connections throughout the year.

CPM has e-tools for exploration, virtual homework help, parent guides, lesson mathcasts for teachers and noteworthy professional development to ensure teachers, students and families all have the support necessary to grow.

DreamBox

DreamBox is a supplemental K-8 digital math program designed to complement both Bridges and AgileMind and is used in grades 9-12 when appropriate. The DreamBox platform combines a rigorous, research-based, pedagogically sound curriculum aligned to the MAS with a highly motivating learning environment. Gaming fundamentals are leveraged to motivate students to persist and progress, which leads to increased understanding and achievement. The Intelligent Adaptive Learning technology tracks each student interaction and evaluates the strategies used to solve problems. It then immediately adjusts the lesson and the level of difficulty, scaffolding, sequencing, number of hints, and pacing as appropriate. This allows students, whether struggling, at grade level, or advanced, to progress at a pace that best benefits them and deepen conceptual understanding.

K-5 SOCIAL STUDIES

Savvas

Savvas's myWorld Interactive series inspires students to develop global competencies for active, informed citizenship. The series emphasizes project-based learning to explore the world's places, systems, and cultures. The programs include strong ELA/literacy connections and multiple teaching options. Lessons promote critical thinking, problem solving, evidence-based reasoning, and communications skills. *myWorld Interactive* is the student-centered curriculum that helps implement the MAS and the College, Career, and Civic Life ("C3") Framework for Social Studies to create active, responsible citizens who can make a difference.

6-11 SOCIAL STUDIES

TCI

The *TCI Social Studies* curriculum provides various print and online support tools to meet teacher needs and the unique learning needs of students. Each lesson includes adjustments to support English Learners, Learners with Special Education Needs, Learners Reading and Writing Below Grade Level, and Advanced Learners. TCI's programs are designed with one primary goal: to help students master the essential skills and knowledge. To this end, every unit includes primary sources and activities to make the lessons more inquiry-based and to help students develop critical-thinking skills. TCI's curriculum is aligned with Michigan MC3 state standards.

K-8 SCIENCE

Amplify

Amplify Science is a K–8 science curriculum that blends hands-on investigations, literacy-rich activities, and interactive digital tools to empower students to think, read, write, and argue like real scientists and engineers. The program engages students in scientific inquiry. Students use inquiry to develop questions and apply skills to plan how to find answers to the questions. This leads to opportunities such as conducting investigations through research, experiments and interviews with experts. Students then reflect on the learning, make connections between content and their everyday lives and share the outcomes of discoveries.

9-11 SCIENCE

OpenSciEd

In OpenSciEd classrooms, students learn science through discovery. Developed by leading science researchers and educators, our instructional model is designed to align with how students learn best. The curriculum is phenomena-based and centers student-led questioning, investigating, and problem-solving, with teachers supporting students as learning facilitators, rather than lecturers. This approach fosters a classroom culture where everyone matters and is heard, building unique skills for educators and students, and empowering them in their education journey.

Guided by the belief that high-quality educational materials should be available to everyone, all OpenSciEd materials are open-source, also known as open educational resources. They are free for all educators and students to use — and can be shared, redistributed, and freely adapted into customized curriculum. The Academy builds upon OpenSciEd materials to accommodate students' needs, cultures, languages, and local contexts.

The High School Design Specifications describe what the Academy wants science learning to look like for every student, and therefore guides the materials development process and implementation support. The Instructional Model brings those specifications to life in the classroom. Both the Specifications and the Instructional Model are based on *A Framework for K-12 Science Education* and the resulting Next Generation Science Standards ("NGSS"), including the emphasis on three-dimensional learning that integrates science and engineering practices, crosscutting concepts, and disciplinary core ideas.

WORLD LANGUAGES

Arabic Language

The Academy has developed a comprehensive kindergarten through eleventh grade standards-based Arabic curriculum focused on Michigan's 5 Cs (i.e. Communication, Cultures, Connections, Comparisons and Communities). The Arabic language courses provide students with the tools necessary to communicate in real-life situations, to enhance cultural awareness and to inspire lifelong learning in a global society.

Arabic is offered to all students on a daily basis. Proficiency levels are based on American Council of the Foreign Languages' ("ACTFL") pyramid beginning with novice (e.g., low, mid and high), continuing on to intermediate (e.g., low, mid and high) and ending with pre-advanced (e.g., low, mid and high).

Arabic thematic unit materials have been developed and are used in the classrooms. One theme per month is covered for eight consecutive months, allowing the month of June for review. Arabic language skills

are developed sequentially and progressively from letters to words, phrases, sentences, paragraphs and final essay compositions. Unit assessments are teacher-made assessments and used with every unit. Furthermore, two proficiency assessments are given to measure annual progress in listening, reading and writing language skills.

The Arabic language curriculum:

1. Provides assessment goals at each proficiency level aligned with national and state standards.
2. Provides a progression of communicative functions in the target language.
3. Recommends opportunities for authentic practice in communication.
4. Provides resources on a variety of cultural topics.
5. Promotes divergent and critical thinking.
6. Identifies cross-curricular activities.
7. Supports academic achievement in other disciplines.
8. Reinforces skills in the students' first language (reading comprehension, grammar/mechanics and writing/speaking).
9. Promotes awareness of a diverse multicultural society.
10. Provides opportunities for interpersonal interaction using the target language with native speakers.
11. Prepares the students to be global citizens by broadening the students' understanding of the world.

EXTRA-CURRICULAR ACTIVITIES

Co-curricular and the extra-curricular programs are integral parts of the Academy and provide a rich variety of activities for children to participate in after the academic program has finished, and during school hours. Sports, clubs, and activities are encouraged to enhance the personal, social, and physical skills of students as well as to support students as they explore various global cultures and strengthen their cognitive skills. Based on student interest, some of the offerings may include soccer, science, special art workshops, speech and debate teams, personality development classes, Foreign Language as well as other sports based on student and parent interest. Current GEE co- and extracurricular activities at the Academy include: Art, Honor Society, National Honor Society, Robotics, Environmental Awareness, Student Council, Peer Mediation and numerous athletic opportunities, both inter- and intra-scholastic. Some activities are held weekly while others are offered periodically or as community resources and opportunities present themselves to enrich the students' experience.

The Academy students in the upper grades are encouraged to work in the local community as a part of the character education program in the curriculum. This not only prepares the older students for the world of work and higher education, but also gives back to the community.

INTERNATIONAL EXTRA-CURRICULAR ACTIVITIES

Destination Jordan

To support foreign language studies and cultural awareness, the Academy's Educational Service Provider, GEE, has cultivated an overseas partnership with The University of Jordan to develop the Global Passage program. The purpose of the program, when funding is available, is to enhance student learning of the Arabic language by immersing students in an Arabic-speaking country.

The program is available to high school seniors who are selected by a GEE committee through an application process. To assist in the process, a local university uses the Academy-developed rubric to review applications and determine final student selections. A planned course of study occurs in the summer months and includes four hours of daily foreign language instruction, led by The University of Jordan instructors and four hours of daily cultural activities. In addition, the cultural awareness component elevates and deepens the student's understanding of Arab culture through various cultural field trips (i.e. the Dead Sea, city tours, Petra, Jerash and museums).

TECHNOLOGY

The Academy's guidelines for technology instruction are designed to equip students with the technology skills to use 21st Century tools to develop learning skills. The Academy has identified key computer technology topics with which students will demonstrate proficiency as students progress through the grades.

Code.org is dedicated to expanding access to computer science in schools and increasing participation by women and underrepresented minorities. Every student in every academy has the opportunity to learn computer science, just like biology, chemistry or algebra, Code.org provides the leading curriculum for K-12 computer science in the largest school districts in the United States and Code.org also organizes the annual Hour of Code campaign which has engaged 10% of all students in the world.

ONLINE CLASS DELIVERY

The Academy utilizes Imagine Learning Edgenuity as a teacher-supervised online delivery program that is aligned with state and national curriculum standards. The Imagine Edgenuity virtual courses are customized to meet students' individual academic needs. The online delivery program provides students with the opportunity to fulfill graduation requirements through credit recovery for courses previously failed, original credit for courses not yet taken and AP courses for gifted and talented students.

PHYSICAL EDUCATION/HEALTH EDUCATION CURRICULUM

The physical education curriculum is based on Michigan's physical education content expectations. The Academy uses the GEE Physical Education curriculum which is aligned to national and state standards. This curriculum is developed to instruct students in physical education and promote lifelong physical activity. The health education program includes requirements set forth by the State of Michigan. The Academy uses the Michigan Model for Health, which has been developed by Michigan educators to meet the state requirements for teaching health.

ART CURRICULUM

The art curriculum follows the MAS for Visual Arts, Music, Dance and Theatre for credit guidelines. To ensure students have a foundation and experience in the creative/artistic process, the units are developed as either stand-alone units or units that are incorporated into the core content curriculum. Each unit includes opportunities to engage in the dynamic artistic process using questions, problems, reflections and revisions to craft and shape the artistic vision. Students explore the history of artistic expression from a variety of time periods and cultures to develop a critical stance. Additionally, students use a variety of mediums (e.g., sculpture, painting, photography, calligraphy, graphic arts and textile design) to draft preliminary designs and revise/edit the preliminary work to meet the demands of a particular technique or concept. Students also engage in collaborative discussion and critiques to better refine creative work.

EARLY CHILDHOOD EDUCATION PROGRAM

The Academy operates an early childhood education program (Pre-Kindergarten and/or Great Start Readiness Program). On an annual basis, the Academy shall advise the Center on the current status of its early childhood education program. If changes occur in the Academy's early childhood program, the Academy shall file a revised Early Childhood Education Questionnaire with the Center.

Unless permitted under Applicable Law or administrative rule, the Academy shall not use the state school aid funds to establish or operate its early childhood education program. In accordance with Applicable Law and administrative rule, the Academy shall budget and account for funds and expenses associated with its early childhood education program.

EDUCATIONAL DEVELOPMENT PLANS

The State of Michigan requires schools to provide an opportunity for students to begin developing an Educational Development Plan ("EDP") in Grade 7 and requires that every student has an EDP before entering high school. By preparing the initial EDP in middle school, students can better plan their high school curriculum to meet their post-school goals. The EDP is a secondary/postsecondary planning tool to direct the student's educational plan and career planning activities. The Academy uses a Web-based

system, Xello, to help students write their education and career goals, including strategies and high school classes that will help them reach these goals. The development of the EDP is completed with the assistance of a school counselor, adept in career development facilitation. All students in grade 7 are required to develop an EDP with guidance from school advisors which is reviewed again in grade 8. When applicable, parents and community contacts are also included. EDPs are “living” documents, updated as student interests and abilities become more obvious and focused. A student’s EDP is reviewed and updated on at least an annual basis. An EDP process could also include yearly work samples that document the student’s progress toward anticipated goals and accomplishments. The academy establishes times to annually review EDPs and update them as students choose and change high school courses or career pathways.

GRADUATION REQUIREMENTS

The Michigan Merit Curriculum will be met and exceeded by completing the Academy’s high school graduation requirements. The Academy requires students to earn twenty-three (23) academic credits and to complete at least seventy-five hours of community service.

Department	Credits	Clarification
English	4.0	Students take four courses of English.
Mathematics	4.0	Students take four courses of math: Algebra I, Geometry, Algebra II and one other math course. One of those must be taken senior year.
Science	3.0	Students take Biology, Chemistry and Physics.
Social Studies	3.0	Students take U.S. History and Geography, Civics, Economics, and World History and Geography.
Arabic/Foreign Language	3.0	Students take three credits of Arabic.
Visual/Performing Arts	1.0	Students take at least one credit of visual arts
Physical Education/Health	1.0	.5 credit of each is required
Electives	4.0	Students have several options based on their interest, need and career pathways.
Online Learning		Throughout the high school required course of study, students must use technology as part of a course, as the primary means or as an integrated learning experience.
Community Service		75 hours of Community Service are required.

DUAL ENROLLMENT

- The postsecondary course must be **academic** or applicable to career preparation. The postsecondary course must apply toward the satisfaction of certificate, degree, or program completion requirements, and may not be in the subject areas of physical education or religious education.
- If the student is seeking postsecondary course enrollment, the student must achieve a qualifying score on the PSAT/SAT assessment and/or College Placement Assessment in the specific Subject Area along with meeting Grade Point Average (GPA) requirements as listed below.

Grade	Minimum Cumulative GPA	Assessment	PSAT/SAT Score EBRW Critical Reading	PSAT/SAT Score Mathematics
9	3.50	PSAT 8/9	460	510
10	3.50	PSAT 8/9	460	510
11	3.25	PSAT 10	460	510
12	3.00	SAT	480	530

SPECIAL EDUCATION

When making educational placement decisions for students with disabilities, the Academy will ensure that parents are contributing members of the Individualized Educational Program (“IEP”) team and together the team will make decisions that are subject to requirements regarding provision of the least restrictive environment. When determining how services will be delivered to students with disabilities, the Academy will follow all Special Education Rules as issued by the Michigan Department of Education. If a child with a current IEP enrolls in the Academy, the Academy will implement the existing IEP to the extent possible or will provide an interim IEP agreed upon by parents until a new IEP can be developed. IEPs will be developed, revised and implemented in accordance with the Individuals with Disabilities Education Improvement Act (“IDEIA”) and state law and regulations.

The Academy will fully comply with federal laws and regulations governing children with disabilities as follows:

1. The Academy is responsible for providing a free, appropriate public education to children with disabilities enrolled in the Academy that have been determined through an IEP to require Special Education programs and services.
2. The Academy will ensure that children who are suspected of having disabilities are properly evaluated by a multidisciplinary team, as defined in the Michigan Special Education Rules, and that children who have already been identified are re-evaluated by the multidisciplinary team at least every three years.
3. When a multidisciplinary team determines that a special education student requires Special Education programs and services, the Academy will ensure that the IEP is fully implemented in accordance with IDEIA and reviewed on an annual basis or more frequently as determined by the IEP team.

EDUCATIONAL ASSESSMENT PLAN

Grade Level	Assessment	When Administered
K-12	WIDA	Spring
K-11*	EasyCBM	Continuously as needed
K-11	NWEA® MAP® Growth™ reading and math	Fall, Winter and Spring
K-5	Fountas & Pinnell Benchmark Assessment System	Fall, Winter & Spring as needed

K-2	ESGI: Purple Tab Assessments for reading and math	Fall, Winter, Spring & as needed
K-12	Unit Common Assessments	Ongoing
3-8 and 11	Applicable State Assessment (MSTEP)	Spring
8-10	PSAT	Fall and Spring
11	PSAT NMSQT	Fall
11	Michigan Merit Exam (MME), SAT	Spring

**For students with IRIPs or in need of intervention*

Assessments are used to guide instruction for teachers, students and parents to plan learning throughout the school year. Each assessment provides teachers, students and parents with targets that prepare students for the challenges of college, work and life. The assessments are given at designated times throughout the school year and students receive regular feedback on academic progress. The Academy-based summative and formative assessments include developed pre- and post-unit assessments for all core content areas to determine students' progress in mastering the MAS. In addition, teachers meet biweekly in data teams to review students' progress toward the mastery of standards and develop tiered instruction to meet the needs of both struggling students and students who need to be challenged.

The NWEA MAP® Growth™ assessment is the primary diagnostic and interim assessment used to determine the academic strengths and weaknesses of students. The detailed reports inform the administrator, teacher, parent and student of the areas of strength as well as areas where academic support is needed. Teachers and students develop an individual learning plan with annual goals for each student after the administration of the MAP® Growth™ assessment. The MAP® Growth™ assessment assists teachers and students in determining the focused areas of study for improvement during the year. Students are then assessed in the winter and spring of the same school year to determine academic progress. This data is also used in the classroom and with online programs, such as *Dreambox*, *Lexia Core 5* and *Power Up*. The online programs, accessed both at Academy and home, are used to improve mastery of concepts on specific standards.

In addition to standardized assessments and teacher-created formative and/or summative assessments, students are encouraged to ask questions, to inquire, explore and research in order to develop a broader sense of the world. With the support of instructional staff, students are able to make connections between the theoretical learning of the classroom and the application required in the community outside the Academy.

CHARACTER EDUCATION

The Academy places an emphasis on character development and cultural awareness on a global scale. Students learn about the values of Respect, Responsibility, Appreciation, Commitment, Cooperation, Creativity, Curiosity, Empathy, Integrity, Tolerance, which are integrated into the curriculum. In addition to character education, we are integrating SEL programs that focus on social emotional learning e.g. K-5 is using Second Step and 6-8 is using Ripple Effects..

K-5 Social Emotional Learning Program: Second Step

Second Step is a Social-Emotional Learning (SEL) program designed to help students develop essential life skills such as empathy, emotion management, problem-solving, and responsible decision-making. It is widely used both side-wide and in classrooms. Second Step offers age-appropriate curricula for K-5 classrooms.

The program includes engaging lessons, interactive activities, and digital resources to support educators in fostering a positive classroom environment. Second Step aims to improve student behavior,

and enhance overall academic success by equipping students with the tools to navigate social and emotional challenges effectively.

Grade 6 Social Emotional Learning Program: Ripple Effects

Ripple Effects is a Social-Emotional Learning (SEL) program that provides digital, personalized intervention and skill-building tools for students. It is designed to support behavior management, mental health, and equity by addressing individual student needs through interactive, multimedia content.

The program covers a wide range of topics, including self-regulation, conflict resolution, resilience, and trauma-informed care. It uses adaptive technology to deliver tailored interventions, helping students develop emotional intelligence and coping strategies. Ripple Effects is commonly used in schools for both prevention and intervention, supporting students' social-emotional growth and overall well-being.

PROFESSIONAL DEVELOPMENT

GEE believes that teaching is a unique combination of art and science requiring an understanding of the interrelationship of students, subject matter, school, and community. A growing body of research describes the science of teaching by delineating practices, philosophies, and dispositions that have proven to be effective in enhancing student learning and development.

When teachers consider their professional growth and development, it is important to reflect on the subtleties and nuances of the art of teaching while examining the skills and techniques of the science of teaching. An appreciation of both the art and science of teaching is at the heart of understanding the complexities of the profession.

Dialogue, reflection, and feedback about teaching are of utmost importance to the growth and development of teachers. GEE academies use the *Charlotte Danielson Framework for Teaching* for teachers and the *Marzano School Leader Evaluation Model* for principals.

In addition to the daily training afforded by the instructional coaching staff, GEE provides timely, job-embedded and targeted professional development ("PD") on the continuum:

- August PD days are held in "mini-conference" break-out session format wherein teachers select from myriad PD topics for which sessions are created and led by master teachers, consultants and/or instructional coaches.
- Three hours are reserved each Friday for needs-assessment-based PD (Curriculum, Instruction, Classroom management, content specific et al) and/or Teacher Collaboration Time.

EDUCATIONAL PROGRAM EVALUATION

The Academy employs various methods to evaluate its education program to ensure it meets academic standards, student needs, and MICIP goals. As outlined above, these methods include:

The Academy uses standardized and normed tests such as NWEA and MSTEP to measure student achievement in core subjects like math, reading, and other Core subjects. These tests provide quantitative data on student performance and help assess the effectiveness of curriculum and instruction.

Academy teachers regularly administer formative assessments (e.g., quizzes, classwork) to gauge student understanding and adjust instruction accordingly. Summative assessments (e.g., end-of-unit tests, final exams) are used to evaluate student learning longitudinally.

The Academy ensures that curriculum content aligns with academic standards and learning objectives. Curriculum scope and sequence and pacing guides help Academy teachers track the implementation of the curriculum with fidelity across grade levels and subjects.

The Academy principal, the instructional leader, conducts regular walkthroughs, classroom observations and teacher evaluations to assess instructional quality, adherence to curriculum standards, and the implementation of the ambitious instructional practices. Feedback from these evaluations informs professional development efforts.

Academy MTSS-Data teams analyze student performance data to identify trends, strengths, and areas for improvement. This also includes disaggregating data by demographic groups to address achievement gaps and ensure equity.

The Academy gathers feedback each spring from parents and students through surveys to assess satisfaction with the education program, school climate, and extracurricular offerings. This input helps identify areas of success and areas needing improvement.

The Academy engages stakeholders, including parents, students, teachers, administrators, and community members, in the evaluation process through principal coffees, Open Houses, Curriculum Nights, and some committees that include parents and members of the community. These additional perspectives make for better informed decision-making and program improvement efforts.

The Academy reviews and audits the education program by external evaluators and accrediting agencies, such as Cognia and the Academy's Authorizer, which provides an independent assessment of program effectiveness and compliance with Authorizer and Michigan Department of Education regulations.

The Academy uses data-driven decision-making processes, guided by the Academy's MTSS-Data Team Handbook to inform instructional strategies, resource allocation, and policy/program development. This approach ensures that decisions are grounded in/on both research and evidence and aimed at improving student outcomes.

The Academy has long established a cycle of continuous improvement through the work of its MICIP team, job-embedded professional development offerings and its regular MTSS-Data cycles throughout each school year, wherein evaluation findings drive ongoing changes to its education program. This cyclical process, which also includes the curriculum research and renewal 5-year cycle for all core disciplines, ensures that the education program evolves in response to emerging needs and challenges.

By employing a combination of these evaluation methods, the Academy assesses the effectiveness of its education program comprehensively and makes informed decisions to enhance student learning and success.

SECTION D
CURRICULUM

**CURRICULUM TO BE
UPLOADED SEPARATELY**

SECTION E

METHODS OF PUPIL ASSESSMENT

Educational Assessment Plan
Frontier International Academy

Grade Level	Assessment	When Administered
K-12	WIDA	Spring
K-11*	EasyCBM	Continuously as needed
K-11	NWEA® MAP® Growth™ reading and math	Fall, Winter and Spring
K-5	Fountas & Pinnell Benchmark Assessment System	Fall, Winter & Spring as needed
K-2	ESGI: Purple Tab Assessments for reading and math	Fall, Winter, Spring & as needed
K-12	Unit Common Assessments	Ongoing
3-8 and 11	Applicable State Assessment (MSTEP)	Spring
8-10	PSAT	Fall and Spring
11	PSAT NMSQT	Fall
11	Michigan Merit Exam (MME), SAT	Spring

*For students with IRIPs or in need of intervention

Assessments are used to guide instruction for teachers, students and parents to plan learning throughout the school year. Each assessment provides teachers, students and parents with targets that prepare students for the challenges of college, work and life. The assessments are given at designated times throughout the school year and students receive regular feedback on academic progress. The Academy-based summative and formative assessments include developed pre- and post-unit assessments for all core content areas to determine students' progress in mastering the MAS. In addition, teachers meet biweekly in data teams to review students' progress toward the mastery of standards and develop tiered instruction to meet the needs of both struggling students and students who need to be challenged.

The NWEA MAP® Growth™ assessment is the primary diagnostic and interim assessment used to determine the academic strengths and weaknesses of students. The detailed reports inform the administrator, teacher, parent and student of the areas of strength as well as areas where academic support is needed. Teachers and students develop an individual learning plan with annual goals for each student after the administration of the MAP® Growth™ assessment. The MAP® Growth™ assessment assists teachers and students in determining the focused areas of study for improvement during the year. Students are then assessed in the winter and spring of the same school year to determine academic progress. This data is also used in the classroom and with online programs, such as Dreambox, Lexia Core 5 and Power Up. The online programs, accessed both at Academy and home, are used to improve mastery of concepts on specific standards.

In addition to standardized assessments and teacher-created formative and/or summative assessments, students are encouraged to ask questions, to inquire, explore and research in order to develop a broader sense of the world. With the support of instructional staff, students are able to make connections between the theoretical learning of the classroom and the application required in the community outside the Academy.

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

Application and Enrollment Requirements

Frontier International Academy

Enrollment Limits

The Academy will offer pre-kindergarten through fifth grade and ninth through twelfth grade at the 13200 Conant Street, Detroit, Michigan campus. The maximum enrollment at this building shall be 850 students. The Academy will offer kindergarten through fifth grade at the 28111 Imperial Drive, Warren, Michigan Campus. The maximum enrollment at this building shall be 450 students. The total maximum enrollment shall be 1,300 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.
- 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 conduct 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 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.

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

This Matriculation Agreement (“Agreement”) is dated effective as of April 15, 2025 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, 2027, subject to renewal, and the Receiving School holds a charter from Bay Mills Community College (“Bay Mills”), its authorizing body, which expires June 30, 2033, 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. This Agreement shall run concurrent with the Contract and shall expire on the same date the Contract shall expire.
- c. 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

By: 
Its: Board President

Date: _____

Date: _____

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

SECTION 7h: AGE OR GRADE RANGE OF PUPILS

The Academy will enroll students in pre-kindergarten through fifth grade and ninth through twelfth grade. The Academy may add grades with the prior written approval of the Charter Schools Office Director or the College Board.

Students of the Academy will be children who have reached the age of five (5) as set forth in MCL 380.1147. If a child is not 5 years of age on the specified enrollment eligibility date but will be 5 years of age not later than December 1 of a school year, the parent or legal guardian of that child may enroll the child in kindergarten for that school year if the parent or legal guardian notifies the school in a timely manner.