

**RESOLUTION TO APPROVE THE REAUTHORIZATION OF  
PUBLIC SCHOOL ACADEMIES**

WHEREAS, the University has issued contracts confirming the status of each of the following as public school academies in the State of Michigan:

Chandler Park Academy,  
Oakland International Academy,  
Pontiac Academy for Excellence, and  
The New Standard Academy;

WHEREAS, the University and each of the Renewal Academies wish to extend the terms of each of the respective Contracts; and

NOW, THEREFORE, BE IT RESOLVED, that subject to the requirements of this Resolution, the term of the Contract between the University and Oakland International Academy, whereby the University authorized the academy to operate as a public school academy shall be extended through June 30, 2031 (7 years); and

BE IT FURTHER RESOLVED, that subject to the requirements of this Resolution, the term of the Contract between the University and The New Standard Academy, whereby the University authorized the academy to operate as a public school academy shall be extended through June 30, 2029 (5 years); and

BE IT FURTHER RESOLVED, that subject to the requirements of this Resolution, the term of the Contract between the University and Pontiac Academy for Excellence, whereby the University authorized the academy to operate as a public school academy shall be extended through June 30, 2028 (4 years); and

BE IT FURTHER RESOLVED, that subject to the requirements of this Resolution, the term of the Contract between the University and Chandler Park Academy, whereby the University authorized the academy to operate as a public school academy shall be extended through June 30, 2027 (3 years); and

BE IT FURTHER RESOLVED, that the President and/or the Director of School/University Partnerships, acting together or separately, are authorized and directed to execute such documents as may be necessary or desirable to accomplish these purposes.

Adopted by SVSU Board of Control: May 10, 2024



AGENDA  
BOARD OF CONTROL MEETING  
REGULAR FORMAL SESSION  
FRIDAY, MAY 10, 2024  
MARSHALL M. FREDERICKS SCULPTURE MUSEUM  
1:30 P.M.

*I. CALL TO ORDER*

*II. PROCEDURAL ITEMS*

- A. Approval of Agenda and Additions to and Deletions from Agenda
- B. Approval of the Board Minutes from the Regular Formal Session on February 19, 2024
- C. Recognition of the Official Representative of the Student Association
- D. Recognition of the Official Representative of the Faculty Association
- E. Recognition of the Official Representative of the Support Staff Association
- F. Communications and Requests to Appear Before the Board
  - None

*III. ACTION ITEMS*

1. Resolution to Grant Undergraduate and Graduate Degrees
2. Resolution to Grant an Honorary Degree to Consul General Colin Bird
3. Resolution to Adopt Revisions to the Policy Statement for Public School Academies
4. Resolution to Approve the Reauthorization of Public School Academies
5. Resolution to Approve the Addition of Ninth Grade to New Dawn Academy of Warren
6. Resolution to Approve Capital Projects
7. Resolution to Thank the Elected Representatives of the Student Association for their Service
8. Resolution to Elect Officers of the SVSU Board of Control  
(Report from the Nominating Committee: Trustees Cherry, Crary and Eggers)

*IV. INFORMATION AND DISCUSSION ITEMS*

- None

*V. REMARKS BY THE PRESIDENT*

- President Grant will provide informal remarks at the meeting.

*VI. OTHER ITEMS FOR CONSIDERATION OR ACTION*

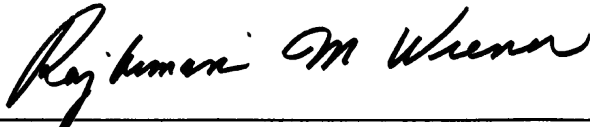
- None

*VII. ADJOURNMENT*

9. Motion to Adjourn

The meeting was adjourned at 2:15 p.m.

Respectfully submitted by:



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Raikumari M Wiener, Chair



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John D. Cherry, Jr., Secretary



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Mary Kowaleski  
Recording Secretary



**CONTRACT TO OPERATE A PUBLIC SCHOOL ACADEMY**

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**between**

**the Saginaw Valley State University Board of Control**

**and**

**OAKLAND INTERNATIONAL ACADEMY,  
a Michigan Public School Academy**

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## CONTRACT

Pursuant to the Michigan Revised School Code (“Code”), and in particular being Part 6A, Sections 380.501 through and including 380.507 of the Michigan Compiled Laws, the Saginaw Valley State University Board of Control (“University Board”) grants a contract confirming the status of a public school academy in this State to the Oakland International Academy (the “Academy”), a Michigan public school academy. The Parties agree that the granting of this Contract is subject to the following terms and conditions, and this Contract is effective as of the 1st day of July 2024.

### 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 the Oakland International Academy, which is established as a public school academy pursuant to this Contract, is located within the Hamtramck/Detroit Public Schools in the Wayne RESA.
- (b) “Academy Board” means the Board of Directors of the Oakland International Academy, each of whom must be a U.S. Citizen to hold office and remain in good standing, and as listed on the University’s Board Member List.
- (c) “Applicable Law” means all state and federal law and regulations applicable to public school academies. This term also applies to any Executive Order of the Governor of the State of Michigan under section 1 of article 5 of the Michigan Constitution of 1963, the Emergency Management Act, 1976 PC 390, as amended, MCL 30.401 et seq. and/or the Emergency Posers of the Governor Act of 1945, 1945 PA 302, as amended, MCL 10.31 et seq. and to all laws cited herein.
- (d) “Application” means the Phase I and Phase II Application to the Saginaw Valley State University (including all attachments and the executed Assurances page) in which representations were made to the University regarding the program and its operation, which representations were material inducements to the University to grant the Contract.
- (e) “Authorizing Body” or “Authorizer” means the Saginaw Valley State University Board of Control.
- (f) “Board Member List” means the University’s official document listing the names and terms of each member of the Academy Board appointed by the University, the current list being incorporated into Schedule 13 of this Contract.

- (g) “Code” means the Michigan Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- (h) “Department” means the Michigan Department of Education.
- (i) “Director” means a person who is a member of the Academy Board of Directors.
- (j) “ESP” means the educational service provider, employee leasing company or third-party management company contracted by the Academy Board, if any.
- (k) “Policy” means the Policy Statement adopted by resolution of the Saginaw Valley State University Board of Control, as amended from time to time, establishing the method of selection, length of term and number of members of the Academy Board.
- (l) “President” means the President of Saginaw Valley State University and shall also include his/her authorized designee.
- (m) “Relative” means 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, domestic or same-sex partner.
- (n) “Resolution” means the Resolution of the University Board establishing Oakland International Academy as a public school academy.
- (o) “School/University Partnership Office” (SUPO) means the office charged by the University Board with overseeing authorized public school academies, schools of excellence and strict discipline academies.
- (p) “State Board of Education” means the State Board of Education, established pursuant to the Michigan Constitution of 1963, Article 8, Section 3.
- (q) “State Superintendent” means the State Superintendent of Public Instruction.
- (r) “University” means Saginaw Valley State University established pursuant to Article 8, sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.711 et seq.
- (s) “University Board” means the Saginaw Valley State University Board of Control, and also its designee (the University President or the Director of the School/University Partnership Office), as the case may be.

Section 1.2. Schedules. All schedules to this Contract are part of this Contract and incorporated into this Contract as if fully stated herein.

Section 1.3. Statutory Definitions. Statutory terms defined in the Code and as set forth in applicable law shall have the same meaning in this Contract.

**ARTICLE II**  
**ROLE OF SAGINAW VALLEY STATE UNIVERSITY**  
**BOARD OF CONTROL AS AUTHORIZING BODY**

Section 2.1. Method of Selection, Length of Term, and Number of Members of the Board of Directors. The University Board has adopted the Policy providing for the method of selection, length of term, number of members, qualification of members, the procedure for removal of members and the names of the initial Academy Board. The Policy is incorporated into this Contract as Schedule 1 (see Policy Statement part V).

Section 2.2. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. Additionally, the Academy shall be responsible for the following:

- (a) The Academy shall provide the President with (i) a copy of the annual educational report prior to the date required for publication by Applicable Law and submit to the President documentation sufficient to demonstrate the Academy's progress in meeting its educational goals, including with respect to student success on all assessments administered, and (ii) the monthly report required under MCLA 380.552 (20) for public school academies operating an online program or distance learning program, if permitted in this Contract.
- (b) In the event that the President determines that the Academy's educational outcomes are not meeting the targeted educational goals, the University, at its discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to the President. The Academy shall pay for the expense of the evaluation.
- (c) The Academy shall submit audited financial reports, including auditor's management letters and any exceptions noted by the auditors, to the University President. The reports shall be prepared by the Academy's independent Certified Public Accountant (CPA) and submitted to the President prior to the date by which such audited financial reports must be submitted to the State of Michigan pursuant to Applicable Law.
- (d) The Academy shall provide the President with a copy of the proposed annual budget for the upcoming fiscal year of the Academy no later than July 1.
- (e) The Academy shall provide to the President agendas and notice in advance of all Academy Board meetings and minutes of all Academy Board meetings. All notices of special meetings shall be accompanied by an affidavit that the posting was undertaken in accordance with this Contract, the Academy Board's bylaws and Applicable Law.

- (f) The Academy shall promptly notify the President of correspondence received from the Michigan Department of Education or State Board of Education that requires a formal response and provide a copy of said response.
- (g) The Academy shall immediately report to the President any litigation or formal proceedings alleging a violation or violations of Applicable Law by the Academy, its officers, employees, agents, and/or contractors and/or the ESP, its officers, employees, agents, and/or contractors or subcontractors.
- (h) The Academy shall permit visitation of its facilities and programs at any time by representatives of the University authorized by the President. No advance notice is required.
- (i) The Academy shall permit examination and/or duplication of any or all records the Academy is required to maintain and/or submit at any time by representatives of the University authorized by the President.
- (j) The Academy shall provide certification of its adoption of such policies as the Academy Board deems reasonable and necessary to discharge its functions and to comply with Applicable law.

Section 2.3. Reimbursement of University Board Costs. Pursuant to MCL 380.502(6), the Academy shall pay the University Board an administrative fee to reimburse the University Board for the costs of its execution of its oversight responsibilities. The fee is deemed earned upon the commencement of a given fiscal year of the Academy and shall be 3% of the total of all state school aid payments received by the Academy for that fiscal year. The University may choose, at its sole discretion, to waive all or a portion of the fee.

Section 2.4. Reimbursement for University Board Services Associated with Third-Party Subpoenas and Freedom of Information Act Requests. If the University Board receives a Freedom of Information Act Request or a subpoena from a third party (including the Academy, its counsel, the Academy's ESP or its counsel) demanding the production of Academy documents related to pending litigation or proceedings involving the Academy, the Academy's ESP (or any subcontractor of the ESP or other contractors of the Academy) or any third party, the University Board may charge the Academy for the cost of the services associated with the University Board's response to the subpoena or FOIA request (including actual attorney's fees in fulfilling the request). The parties agree that the Academy may avoid the obligation to pay for services by the University Board associated with responses for requests for documents by directly producing Academy documents to the requesting party.

In the event the University receives a subpoena or other valid order or process from a Court of competent jurisdiction compelling testimony of a member of the University's Board of Control, its President or any other of its officers, directors, or other personnel, the Academy shall pay all legal fees and costs (including actual attorney's fees) related to the required testimony.

Section 2.5. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. The University shall retain any amount owed to the University by the Academy pursuant to this Contract, provided that the University Board shall retain no more than the total of (a) 3% of each installment for its University Board Costs and (b) the costs associated with responding to a subpoena or FOIA request under Section 2.4 in the event the Academy declines to produce such documents itself. For purposes of this section, the responsibilities of the University, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 2.

Section 2.6. Authorization of Employment. The Academy may employ or contract with personnel, in accordance with all state law requirements regarding certification (including certified teachers, administrators, and chief business officials) according to Applicable Law, and qualifications of certain employees of public schools, except that noncertified teachers and/or administrators may be used as permitted by Applicable Law. Academy shall make available to the University for its review all licenses, certifications, and other qualifications of Academy personnel required by law, and shall undertake or cause to be undertaken all criminal background and unprofessional conduct checks required by applicable law.

Section 2.7. Borrowings by the Academy. The Academy shall not incur indebtedness or borrow money except in accordance with applicable law and with the prior approval of the University. It is the Academy's obligation to provide the University with sufficient notice and time to review any and all closing documents prior to any anticipated closing. Failure to do so risks non-approval of the borrowing in question or non-delivery of any certificates requested of the authorizing body. The Academy may not levy taxes. Notwithstanding the foregoing, the Academy, only after obtaining the prior written approval of the SUPO Director, which consent may be withheld for any reason, may incur debt only as follows:

- (a) Short-term: The Academy may incur temporary debt in accordance with Section 1225 of the Code provided, at the option of SUPO, it submits forms of the proposed financing documents (including term sheet, amortization schedule and cash flow) to the attention of the Director of SUPO at least fifteen (15) business days prior to closing and obtains his/her written nondisapproval of the transaction prior to closing. For transactions involving the Michigan Finance Authority's annual State Aid Note Pool program, in recognition of the fact that the documents are of a standardized set and have historically been released to counsel and require return by counsel in a compressed time period, in lieu of providing transaction documents, the Academy will provide the State Aid Note Program application, cash flow workbook, and all application-related materials to SUPO simultaneous with submission to the State Aid Note Program staff. The SUPO's nondisapproval of any transaction hereunder is not a representation by SUPO of any aspect of the Academy's operations, the Academy's credit-worthiness, or the Academy's ability to repay the indebtedness incurred. Credit decisions regarding indebtedness are expressly the responsibility of the lender.
- (b) Long-term: The Academy may enter into long-term indebtedness in the manner and form permitted by applicable law provided it submits forms of the proposed

financing documents (including term sheet, amortization schedule and any preliminary offering document, e.g., a Preliminary Official Statement) to the attention of the Director of SUPO at least thirty (30) days prior to closing and obtains his/her written nondisapproval of the transaction. The SUPO's nondisapproval of any transaction does not mean that SUPO expresses or implies any opinion as to the veracity or completeness of any representation made in any offering document or that SUPO is making any representations of the Academy's credit-worthiness or its ability to repay any indebtedness so incurred. Credit decisions regarding indebtedness are expressly the responsibility of the lender.

- (c) An 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 or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of Saginaw Valley State University shall ever be pledged for the payment of any Academy instrument of indebtedness.
- (d) The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan or Saginaw Valley State University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan or Saginaw Valley State University in any way guarantee, are financially obligated, or are in any way responsible for any agreement, promissory note, contract, mortgage, loan or other instrument of indebtedness entered into by the Academy. No party shall attribute any representation regarding the Academy in any manner, including in relation to any financing or financial undertaking that does not appear in a document physically signed with a wet signature by the Director of SUPO.
- (e) In the event that indebtedness of any sort contemplated by the Academy requires an intercept of state school aid for payment of debt service, a certificate or certification by the University or the University President, the issuance of such is subject to the sole discretion of the University, through its designee, the Director of SUPO. It is the Academy's responsibility to provide ample notice of at least sixty (60) days of its need for same to ensure sufficient time for review, unless extenuating circumstances prohibit such review, in which case, the Academy shall provide notice at the earliest possible opportunity.

**ARTICLE III**  
**REQUIREMENT THAT ACADEMY ACT SOLELY**  
**AS GOVERNMENTAL ENTITY**

Section 3.1. Governmental Entity. The Academy shall act exclusively as a governmental entity and shall delegate none of its governmental functions, including the determination to assert or not to assert governmental immunity under Applicable Law.

Section 3.2. Independent Status of the Academy. The Academy is a body corporate and governmental entity authorized by the Code. It is organized and shall operate as a public school academy and a Michigan nonprofit corporation. The Academy is not a division or a part of Saginaw Valley State University. The relationship between the Academy and the University is based solely on the applicable provisions of the Code and the terms of this Contract or other written agreements between the University and the Academy.

Section 3.3. Prohibition of Identified Family Relationships. No person shall be a member of the Academy Board if he or she is a Relative of another member of the Academy Board; an employee, officer or individual with an ownership interest in the Academy's ESP or a Relative of such individual; or if he or she works at the Academy or provides contracted services to the Academy or is a Relative of such individual. Additionally, no Relative may occupy a supervisory position over another Relative. Likewise, prohibitions against holding incompatible public office and against specified conflicts of interest set forth in MCL 15.181 to 15.185 and MCL 15.321 to 15.330, respectively, shall be scrupulously observed.

Section 3.4. Prohibition of Tuition and Religious Affiliation. The Academy shall not impose tuition of any nature and 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.

Section 3.5. Prohibition of Employment in More than One Full-time Position. No individual shall be employed by or at the Academy in more than 1 full-time position in which he or she is compensated at a full-time rate for each of those positions.

Section 3.6. Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Subject to Section 2.5 of this Contract, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

#### **ARTICLE IV PURPOSE**

Section 4.1. Academy's Purpose. The Academy's purpose is as stated in the Articles of Incorporation as set forth in Schedule 3 attached hereto.

#### **ARTICLE V CORPORATE STRUCTURE OF THE ACADEMY**

Section 5.1. Michigan Nonprofit Corporation. The Academy's corporate structure is that of a Michigan nonprofit corporation, organized pursuant to MCL 450.2101.

Section 5.2. Articles of Incorporation. Unless amended pursuant to this Contract, the Articles of Incorporation of the Academy, as set forth in Schedule 3, shall be the Articles of Incorporation of the Academy.

Section 5.3. Bylaws. Unless amended pursuant to this contract, the Bylaws of the Academy, as set forth in Schedule 4 shall be the Bylaws of the Academy.

## **ARTICLE VI OPERATING REQUIREMENTS**

Section 6.1. Governance Structure. The Academy shall be organized and administered as a Michigan nonprofit corporation under the direction of the Academy Board and pursuant to the governance structure as set forth in the Bylaws. The Academy's Board of Directors shall meet monthly unless another schedule is mutually agreed upon by the President and the Academy. The Academy shall not delegate this duty of organization and administration of the Academy without the express affirmative consent of the University.

Section 6.2. 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 Saginaw Valley State University. The University shall not be required to receive any contributions or donations for the benefit of the Academy. If the University accepts contributions or donations for the benefit of the Academy, it shall forward such funds to the Academy within three (3) business days of receipt.

Section 6.3. Educational Goals and Programs. The Academy shall pursue the educational goals identified in Schedule 5. Such goals may be amended pursuant to Section 8.1 of Article VIII of this Contract. The Academy shall provide, annually, a report to Saginaw Valley State University of its performance in meeting these objectives. This report shall contain a statement of student growth and achievement as well as the summarized results of all standardized testing administered at the Academy. In addition to any educational goals set forth in Schedule 5, the educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils, and the Academy shall not be identified as being in the bottom 5% of all public schools in the State; if the Academy is so identified, it shall present to the Director within 60 days of being so identified its plan for improvement that comports with applicable law. To the extent applicable, the progress of the pupils in the Academy shall be assessed using at least Michigan's statewide assessments under MCLA 380.1279g or such successor instrument required by applicable law.

Section 6.4. Curriculum. The Academy shall have flexibility in developing, realigning, and implementing the curriculum identified in Schedule 6.

Section 6.5. Staff Responsibilities. Subject to Section 2.5 of this Contract, the University Board authorizes the Academy to employ or contract with personnel as outlined in Schedule 7, which shall include copies of any agreement with an ESP or board liaison which the Academy may

enter into, job descriptions (including identification of certifications required under Applicable Law) and a schematic or narrative governance structure of the Academy.

Section 6.6. Admission Policy. The Academy shall comply with all admissions policies and criteria required by laws applicable to public school academies under the Code. The Academy must make a reasonable effort to advertise its enrollment openings. Open enrollment must be for a period of at least two (2) weeks and shall permit the enrollment of pupils by parents and/or guardians at times in the evening and weekends, and shall comply with all requirements of Applicable Law. Schedule 9.

Section 6.7. School Calendar/School Day Schedule. The Academy shall comply with all minimum standards governing the length of the school term, minimum number of days and hours of instruction required by law applicable to public school academies under the Code. The Academy shall provide the Authorizer copies of any waivers it has obtained related to days and hours of instruction or calendar. Schedule 10.

Section 6.8. Age/Grade Range of Pupils Enrolled. The Academy shall offer programs for the grades and ages indicated in Schedule 11. The Academy may add or delete additional grades in the future, pursuant to Section 8.1 of Article VIII of this Contract.

Section 6.9. Annual Financial Audit. The Academy shall commission an annual financial audit to be conducted by an independent Certified Public Account (CPA) selected and retained by the Academy Board.

Section 6.10. Address and Description of Proposed Physical Plant. The address of the proposed physical plant for the Academy and a description of same, including certificates of occupancy and other required agency approvals, lease, land contract or deed, as applicable, and a brief description of any financing transaction entered into by the Academy for facility acquisition, and the debt-service schedule thereof is attached as Schedule 8. Except as permitted by written amendment to this Contract, the Academy shall not operate at a site other than the single site requested for the configuration of grades that will use the site.

- (a) No lease to occupy any portion of the Academy's physical plant shall exceed the term of the Academy's Contract except with the prior approval of the University President or his/her designee.
- (b) No new public school academy may locate within the boundaries of a community district except in accordance with the provisions of the Code.

Section 6.11. Reports to the University President. The Academy shall provide the University President with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy.

Section 6.12. Accounting Standards. The Academy shall at all times comply with accounting standards required by Applicable Law, including generally accepted public sector accounting principles.

Section 6.13. Placement of University Student Interns. The Academy may be a placement site for University students in training to serve in public schools. Such placements shall be without charge to the University and subject to other terms and conditions as the Academy and the University agree.

Section 6.14. Required Contents of Contracts with ESP. The Academy may enter into or renew an agreement with an ESP for the operation or management of the Academy, provided the Academy complies with all of the requirements of this part and applicable law. At least thirty (30) days prior to the proposed effective date or one regular board meeting of the Academy Board of Directors, whichever is longer, the form of management agreement, along with: (i) an opinion of the Academy's independent legal counsel, addressed to the University President for reliance thereon, that all such requirements, including any requirements of Applicable Law have been met and that there are no improper and/or unlawful interrelations or conflicts created by same (the "Legal Opinion") and (ii) documentation sufficient to establish to the University President's satisfaction that the ESP has the requisite educational and management expertise to operate the Academy in compliance with this Contract and all applicable law. The University may disapprove of the proposed agreement if, in the sole opinion of the University, it is contrary to applicable law or the terms of this Contract. Additionally, the agreement must comply with the following:

- (a) In negotiating and finalizing any such contract, the Academy Board must seek the advice of independent legal counsel, who must deliver to the University President the Legal Opinion referenced above. The ESP Management Agreement must be approved by the Academy Board, during a meeting open to the public held pursuant to the Michigan Open Meetings Act.
- (b) The Academy Board must ensure that, at all times during the term of this Contract, any ESP employed by the Academy maintains comprehensive general liability and umbrella insurance coverage at levels satisfactory to the University President (see Article 13). The insurance coverage required of the ESP shall not be in lieu of the insurance coverage requirements applicable to the Academy. Any policy of insurance maintained by the ESP must include coverage for sexual molestation or abuse, must name the University as an additional, named insured, and shall not be changed, revoked or modified absent thirty (30) days' notice to the University President. The ESP Management Agreement shall also specify that, in the event the University President modifies the level, type, scope or other aspects of such coverage, then the ESP shall undertake like and similar modifications within 30 days of being notified of such change.
- (c) The Academy Board must ensure that, and the ESP Management Agreement shall provide that, any ESP performing services at the Academy shall comply with the requirements under this Contract to the extent such ESP is performing services on behalf of the PSA.

- (d) No provision of the ESP Management Agreement shall interfere with the Academy Board's duties under the Contract, and the Academy's duties under the Contract shall not be limited or rendered impossible by action or inaction of the ESP.
- (e) No provision of the ESP Management Agreement shall predetermine the Academy Board's course of action in choosing to assert or not assert governmental immunity.
- (f) The ESP Management Agreement shall state that all financial, educational, and student records pertaining to the Academy are Academy property and that such records are subject to the provisions of Michigan's Freedom of Information Act, except for some data which may be contained in such records, which may be redacted or withheld as permitted by applicable law, which shall be specifically cited in the event of withholding or redaction. All such records must be stored, in physical form, on-site at the Academy's facility or be directly accessible at the Academy facility. All records pertaining to teacher and administrator certification, as well as a copy of the employee handbook shall be maintained physically on site or directly accessible at the Academy facility.
- (g) The ESP Management Agreement shall state that all of the Academy's financial and other ESP-related records will be made available to the Academy's independent auditor and that the ESP staff will cooperate with said auditor, and that the ESP shall not select or retain the Academy's auditor.
- (h) The ESP Management Agreement must certify that there shall be no markup of costs for supplies, materials, or equipment procured by the ESP on the Academy's behalf and that the Academy and that all supplies, materials, and equipment procured for the Academy by the ESP shall be inventoried by an acceptable method of inventory and further that an inventory of Academy equipment shall be maintained so that it can be clearly established which property belongs to the Academy.
- (i) The ESP Management Agreement shall contain a provision that states upon termination, the ESP shall work for a specified period of time to transition to a new ESP. There may be a reasonable fee set forth for this service.
- (j) The ESP Management Agreement shall contain a provision that states upon termination the ESP shall, without charge (i) close the books on the then-current fiscal quarter; (ii) organize and prepare the Academy's records for transition to the new ESP; (iii) organize and prepare student records for transition to the new ESP; and (iv) provide for the orderly transition of employee compensation and benefits to the new ESP without disruption to staffing.
- (k) The ESP Management Agreement shall prohibit the ESP from executing contracts with its staff assigned to the Academy (including by way of example and not limitation, teachers, administrators, counselors and the like) that contain noncompete and/or nonsolicitation agreements of any nature.

- (l) The Academy Board and the ESP may not substantially amend the management contract without notifying the University President. No amendment shall be contrary to this section and shall be accompanied by a Legal Opinion. Whether or not substantial, the Academy shall submit to the University President Designee all amendments to the management contract within 10 days after such amendment.
- (m) The ESP Management Agreement shall contain the following provision:  
“Indemnification of Saginaw Valley State University. The parties acknowledge and agree that the Saginaw Valley State University Board of Control, Saginaw Valley State University and its members, officers, employees, agents or representatives are deemed to be third-party beneficiaries for purposes of this Agreement. As third-party beneficiaries, the parties hereby promise to indemnify and hold harmless Saginaw Valley State University Board of Control, Saginaw Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Saginaw Valley State University, which arise out of or are in any manner connected with Saginaw Valley State University Board’s approval of the Public School Academy application, the University 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 by Saginaw Valley State University and its Board of Control members, officers, employees, agents or representatives upon information supplied by the Academy or the Educational Management Organization, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Saginaw Valley State University Board of Control. The parties expressly acknowledge and agree that Saginaw Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.”
- (n) The ESP Management Agreement shall require all ESP employees to undergo criminal background and unprofessional conduct checks required by applicable law in the matter presented therein.
- (o) The ESP Management Agreement shall contain a provision requiring the educational service provider to make information available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under Section 7.4 of this Contract and also at least the information that a school district is required to be disclosed under MCLA 388.1618 for the most recent fiscal year for which that information is available.
- (p) No ESP employee shall be designated as the Chief Administrative Officer of the Academy, although such employee may be a designee of the Chief Administrative Officer for certain purposes enumerated by Board action.

- (q) The ESP shall notify the Academy Board if any principal or officer of the ESP, or the ESP (including any related organizations or organizations in which a principal or officer of the ESP served as a principal or officer) as a corporate entity, has filed for bankruptcy protection in the last six (6) months or within any applicable preference period, whichever is longer.
- (r) The ESP Management Agreement must contain a provision providing for the early termination or amendment of the ESP Management Agreement, with no cost or penalty to the Academy, and no recourse to the University or any third party affiliated with or engaged by the University, by the ESP or any subcontracted person or entity of the ESP, in the event the University determines to exercise its prerogative under MCLA 380.507(7) and Section 9.3 hereof to reconstitute the Academy by requiring the termination or amendment of the ESP Management Agreement.
- (s) The ESP Management Agreement shall contain a provision requiring that it make available to the Authorizer and to the public the information required under MCL 380.503.
- (t) The ESP Management Agreement shall contain a provision requiring it to adopt, implement and maintain a performance evaluation system for all required personnel as required by applicable law.
- (u) No ESP Management Agreement or Amendment may become effective until and unless the Director of SUPO notifies the Academy in writing that it has reviewed and does not disapprove of the ESP Management Agreement or Amendment thereto.
- (v) The ESP Management Agreement may not be assigned or assignable to any third party.
- (w) The ESP Management Agreement shall not exceed the length of the Contract.

Section 6.15. University Board Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to condemnation, it shall obtain the express written permission of the University Board for such acquisition; such written permission shall be in the form of a resolution adopted at a public meeting of the University Board. The Academy shall submit such written request to the University Board 120 days prior to the next regularly scheduled meeting of the University Board. The University Board reserves unto its sole discretion the determination to act, table or decline to act upon such request.

Section 6.16. Reporting of Total Compensation. The Academy Board shall, upon request, report to the Authorizing Body the total compensation for each individual working at the Academy.

Section 6.17. Contract Administration. If the Academy employs a Board liaison or contract administrator, it shall specify the role of such contract administrator or Board liaison in Schedule 7 and include a copy of its agreement with same.

Section 6.18. Prohibition of Employment in More than One Full-time Position. No employee of the Academy or its ESP, if any, may be employed for a total of more than 1.0 full-time position.

## **ARTICLE VII COMPLIANCE WITH THE CODE AND OTHER LAWS**

Section 7.1. Compliance with the Code. The Academy shall comply with the Code.

Section 7.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time. The Academy may expend funds from the State School Aid Act for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 7.3. Open Meetings Act. The Academy Board shall conduct all of its meetings, including committee or other meetings, in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Act of 1976, being Sections 15.261 to 15.275 of the Michigan Compiled Laws, as amended, as required.

Section 7.4. Freedom of Information Act. The records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act (“FOIA”), Act No. 442 of the Public Acts of 1976, being Sections 15.231 to 15.246 of the Michigan Compiled Laws, as amended. The Academy Board shall designate a freedom of information officer to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 7.5. Public Employees Relations Act. The Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.216 of the Michigan Compiled Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 7.6. Non-discrimination. Each party shall be separately responsible for compliance with all applicable laws pertaining to equal opportunity and non-discrimination.

Section 7.7. Other State Laws and Regulations and Federal Laws and Regulations. The Academy shall comply with other state and federal laws which are applicable to public school academies as public bodies and public schools, including but not limited to, those statutes and laws set forth in Part 6A of the Code, including, but not limited to, those set forth in MCL 380.503(7)(a) – (e), all laws relating to criminal background and unprofessional conduct checks and the terms of this Contract. Likewise the Academy shall comply with such federal laws and regulations applicable to public school academies as public bodies and public schools.

Section 7.8. Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies as public bodies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

Section 7.9. Matriculation Agreement(s). The Academy shall not enter into a matriculation agreement without the prior written approval of Saginaw Valley State University, which must be obtained through the Contract Amendment Process described in Article VIII.

Section 7.10. 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 7.11. Certifications. The Academy shall use only certified staff, including teachers, business officials and administrators, unless permitted to use uncertified staff, and then it may do so only in accordance with applicable law.

Section 7.12. Transparency Reporting. The Academy shall collect, maintain, and make information concerning its operation and management available to the public and to the University in the same manner as is required by state law for a public school district, including at least the following:

- (a) a copy of this Contract and all attachments, schedules and amendments;
- (b) a list of all currently serving members of the Academy Board of Directors, including their names, addresses, and terms of office;
- (c) copies of all policies approved by the Academy Board of Directors;
- (d) all board materials, agendas, formal resolutions and minutes (excluding minutes kept of closed sessions maintained according to the Open Meetings Act) of all regular and special meetings of the Board of Directors of the Academy;
- (e) a copy of the budget, and any amendments thereto, approved by the Academy Board of Directors;
- (f) copies of all bills paid for amounts of \$10,000.00 or more in the form that they are submitted to the Academy Board;
- (g) quarterly financial reports submitted to the University;
- (h) a current list of all teachers and school administrators working at the Academy, including their individual salaries (as submitted to the registry of educational personnel), copies of their teaching or school administrator's certificates or permits (as applicable), evidence of compliance with the criminal background and unprofessional conduct checks required by the Code;
- (i) copies of all leases or deeds, or both, and of any equipment leases;

- (j) copies of all management or service contracts approved by the Academy Board of Directors;
- (k) all health and safety reports and certificates, including those relating to fire safety, environmental matters, asbestos inspections, boiler inspection and food service;
- (l) any management letters issued as part of the Academy's annual audit;
- (m) within 20 days after the board or board of directors is informed by the appropriate authority of the adequate yearly progress status of its schools for the purposes of the no child left behind act of 2001, Public Law 107-110, for the most recent school year for which it is available, post a notice of the adequate yearly progress status of each school it operates on the homepage of its website;
- (n) within 20 days after the board or board of directors is informed by the department of the accreditation status of its schools for the purposes of section 1280 for the most recent school year for which it is available, post a notice of the accreditation status of each school it operates on the homepage of its website; and
- (o) all other information required by applicable law.

## **ARTICLE VIII AMENDMENT**

Section 8.1. Process for Amending the Contract. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The University Board delegates to its President the review and approval of changes or amendments to this Contract.

Section 8.2. Process for Amending the Articles. The Academy, by a majority vote of its Board of Directors, may at any time, propose specific changes to the Articles of Incorporation or may propose a meeting to discuss potential revisions to the Articles of Incorporation. The proposal will be made to the University Board through its designee. The University Board delegates to its President the review and approval of changes or amendments to the Articles of Incorporation. In the event that a proposed change is not accepted by the University President, the University Board shall consider and vote upon a change proposed by the Academy Board following an opportunity for a written and oral presentation to the University Board by the Academy Board.

The University Board, or an authorized designee, may, at any time, require specific changes to the Articles of Incorporation or may propose a meeting to discuss potential revision. The Academy Board may delegate to an officer of the Academy the review and negotiation of changes or amendments to the Articles of Incorporation. Any Amendment(s) to the Articles of Incorporation required by the University Board or its designee, shall be approved by the Academy at the next-occurring public meeting following the receipt by the Academy of such required amendment(s).

Such amendment(s) shall be promptly filed with the Michigan Department of Licensing and Regulatory Affairs, Corporations Division by the Academy or its designee.

Amendments to the Articles of Incorporation take effect only after they have been filed with the Michigan Department of Licensing and Regulatory Affairs, Corporations Division. In addition, for Academy-initiated amendments, the Academy shall file with the amendment a copy of the University Board's or its designee's approval of the amendment.

Section 8.3. Process for Amending the Bylaws. The 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 special meetings, and (b) the written approval of the changes or amendments by the University President. In the event that a proposed change is not accepted by the University President, the University Board shall consider and vote upon a change proposed by the Academy Board following an opportunity for a written and oral presentation to the University Board by the Academy Board.

The University Board, or its designee, may require an amendment or amendments to the Academy's Bylaws. Such amendment(s) shall be approved by the Academy Board and take effect at the next public meeting of the Academy Board following notice of the required amendment(s).

Amendments to the bylaws take effect only after they have been approved by both the Academy Board and the University President or University Board.

## **ARTICLE IX ENFORCEMENT AND REVOCATION**

Section 9.1. Grounds for Revocation. This Contract may be revoked by the University Board upon a determination by the University Board, pursuant to the procedures set forth in Section 9.2, that one or more of the following has occurred:

- (a) Failure of the Academy to abide by and meet the educational goals set forth in this Contract or to demonstrate improved pupil academic achievement for all groups of pupils as set forth herein;
- (b) Failure of the Academy to comply with all Applicable Law;
- (c) Substantial failure to comply with any applicable State Board rule expressly applicable to public school academies;
- (d) Failure of the Academy to meet generally accepted public sector accounting principles or demonstrate sound fiscal stewardship;
- (e) Failure of the Academy to pay for services provided to the Academy by a nonauthorizing local or intermediate school district if the Academy requested and contracted for the services;

- (f) The Academy is insolvent or has been adjudged bankrupt;
- (g) The Academy, in the sole discretion of the University President, defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- (h) The University President discovers negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, or officers in relation to their performance under this Contract or determines that any principal, agent or employee of the Academy's ESP has engaged in same;
- (i) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Corporations Division without first obtaining the University's approval;
- (j) The Academy has insufficient enrollment to successfully operate its program and/or enrollment falls below twenty-five (25) students;
- (k) The Academy's applicant(s), directors, officers, employees, or agents (including the ESP, its employees or directors) have provided the University false or misleading information or documentation in the performance of this Contract;
- (l) The Academy acts in any way that is inconsistent with the University's responsibility to oversee the Academy's compliance with Contract and all other applicable law;
- (m) Failure by the Academy to fulfill any insurance obligation under Article XII of this Contract, including any failure by the Academy to increase its insurance coverage or purchase additional insurance if so requested by the University;
- (n) Refusal by the Academy or its agents (including the ESP) to provide the University President access to any documentation that is (a) required under this Contract or (b) which he/she deems necessary to carry out his/her oversight function;
- (o) Failure by the Academy to adopt any amendment required by the University Board or its designee;
- (p) Designation of the Academy as being in the lowest performing 5% of schools in the State.

Section 9.2. Procedures for Revoking Contract. The University Board or the President may revoke this Contract at any time for any reason identified in this Contract or any reason, in the University's sole discretion, consistent with the University's responsibility to oversee the Academy's compliance with this Contract and applicable law. The decision of the University to revoke this Contract is solely within the discretion of the University, is final, and is not subject to review by a court or any state agency. If this Contract is revoked or terminated for any reason, either before,

during, after or without implementing corrective action, as described below, the University is not liable for such action to the Academy, a pupil of the Academy, the parent or guardian of a pupil of the Academy, or any other person or entity. The revocation of the Contract shall be effective as of a date determined by the University, but in no event later than 15 days after the revocation by the University Board or the President.

Section 9.3. Corrective Action by Order of Reconstitution. The University, in its sole discretion, may issue an Order of Reconstitution requiring the Academy to undertake a plan of corrective action in order to avoid revocation of its Contract (“Corrective Action”). The plan of Corrective Action may include cancellation of the Academy’s contract with its ESP, withdrawal of the University’s approval of the ESP Management Agreement, termination of one or more Academy Directors’ service, appointment of a new member or members to the Academy Board of Directors, elimination of the Academy’s ability to offer certain age and grade levels at an identified site or designation of a trustee or receiver to take over the operation of the Academy. In the event a Corrective Action plan is undertaken, the following steps will be observed:

- (a) the University will notify the Academy, in writing, of the specific educational performance or operational issues that it deems failing at the Academy and its intent to revoke the Academy’s Contract if the issues are not corrected by a date certain, which will be no earlier than 90 days (absent exigent circumstances) after the date of the notice;
- (b) within thirty days after receipt of the notice described above, the Academy shall respond to the University with any information that the Academy Board of Directors deems relevant to the issues and a plan of correction;
- (c) if the University approves of the plan of correction, it shall be implemented, and the Contract shall be amended accordingly; if the University disapproves the plan of correction, it may implement corrective action in a manner that it, in its sole discretion, deems appropriate to the situation or continue with the revocation of the Contract as it sees fit.

Section 9.4. Termination by Operation of Law. In the event the University 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 University Board or the Academy.

Following receipt of the State’s Automatic Closure Notice, the SUPO Director 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 University, 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 SUPO Director 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 SUPO Director may recommend to the University Board that the Contract be terminated at the end of the current school year (hereinafter “Economic Hardship Termination”). If the University Board approves the Economic Hardship Termination recommendation, then this Contract shall terminate at the end of the current school year without any further action of the parties.

## **ARTICLE X SUPERINTENDING CONTROL**

Section 10.1. Superintending Control in the Event of an Emergency. Notwithstanding the foregoing, when the President determines that probable cause exists to believe that the health or safety of the Academy’s students is at risk, or that the security of the Academy’s property or funds are at risk, the President, or his/her designee, may exercise superintending control over the Academy whether or not there is a pending revocation of the Contract being considered.

## **ARTICLE XI TERMINATION**

Section 11.1. Grounds for Termination by the Academy. This Contract may be terminated by the Academy upon a determination by the Academy Board of Directors that one of the following has occurred:

- (a) The Academy has lost its right to occupancy of the Physical Plant described in Section 6.11 and could not find another suitable physical plant for the Academy prior to the expiration or termination of its right to occupy its existing Physical Plant;
- (b) The Academy is insolvent or adjudged bankrupt;
- (c) The Academy has insufficient enrollment to successfully operate a public school academy and/or enrollment at the Academy falls below twenty-five (25) students.

Section 11.2. Procedures for Terminating Contract. The Academy shall not terminate this Contract unless the following procedures have been implemented:

- (a) Notice. The Academy, upon reasonable belief that grounds for termination of the Contract exist, shall notify the President of such grounds. The notice shall be in writing and shall set forth in sufficient detail the grounds for termination. The President may conduct a preliminary review of the alleged basis for termination.
- (b) Determination by University. Upon receipt by the President of the grounds for termination, the University Board shall consider the Academy's request no later than its next regularly scheduled meeting.
- (c) Effective Date for Termination. If the President determines that grounds exist for termination of this Contract, the Academy Board must act to terminate this Contract. The termination shall be effective upon University determination.

## **ARTICLE XII PROVISIONS RELATING TO CHARTER SCHOOLS**

Section 12.1. Saginaw Valley State University Faculty Employment in the Academy. Subject to the ability of the Academy to reach separate agreement on the terms, the Academy is permitted to use Saginaw Valley State University faculty as classroom teachers in any grade.

Section 12.2. The Academy Faculty Appointment to Saginaw Valley State University Faculty. Nothing in this Contract shall prohibit a member of the Academy faculty from being appointed to or serving as a member of the Saginaw Valley State University faculty.

Section 12.3. Student Conduct and Discipline. The Academy Board shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline.

Section 12.4. Employment Qualifications for Classroom Teachers. The Academy shall employ high quality classroom teachers, as that term is defined in the Elementary and Secondary Education Act, 20 USC Chapter 70, who meet the certification requests set forth in the Code.

Section 12.5. Criminal Background Check. The Academy shall comply with all sections 1230a of the Code and all applicable law concerning criminal background checks. In the event the Academy contracts with an ESP, the ESP shall comply with this section as if it were the Academy and certify such compliance to the Academy and the University President.

Section 12.6. Academy Budget. The Academy Board is responsible for establishing and approving an annual budget, as well as any required amendments thereto. Copies of the annual budget and any amendment thereto will be provided to the University.

Section 12.7. Transportation. The Academy Board may enter into contracts with other school districts or other persons, including municipal and county governments, for the

transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation.

Section 12.8. Intramural and Interscholastic Sports. The Academy is authorized to join any organization, association, or league which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 12.9. Legal Liabilities. The Academy acknowledges and agrees that it has no authority to extend the faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy hereby covenants not to sue the University or any of the members of its board of control, officers, employees, agents, or representatives for any matters that arise under this Contract. The University does not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent contractor, of the Academy, and no such person shall have the right or standing to bring suit against the University or any of the members of its Board of control, employees, agents, or independent contractors as a result of the issuing or revocation of this Contract.

Section 12.10. Lease and Occupancy and Safety Certificates. Upon request, the Academy shall provide to the University President (a) copies of its lease or deed for the premises in which the Academy shall operate; (b) copies of certificates of occupancy and safety which are required by law for the operation of a public school.

Section 12.11. Deposit of Public Funds by the Academy. The Academy shall deposit or invest all funds received by the Academy in a bank, savings and loan association, credit union, or other institution which is eligible to be a depository of the funds of a public school academy and in instruments permitted by law for such deposit and/or investment.

Section 12.12. Unprofessional Conduct Check. The Academy shall comply with all sections of the Code concerning unprofessional conduct checks for all staff positions. In the event the Academy contracts with an ESP, the ESP shall comply with same as if it were the Academy and certify such to the Academy and the University President.

### **ARTICLE XIII INSURANCE AND INDEMNIFICATION**

Section 13.1. Insurance. The Academy Board shall insure the real and personal property of the Academy and shall purchase general liability insurance. The Academy may join with other public school academies to obtain real and personal property and casualty insurance if the Academy Board finds that such an association provides economic advantages to the Academy. The Academy shall list the University on the insurance policies as an additional named insured. In addition, the Academy shall send to the President copies of its insurance policies. 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.

Section 13.2. Minimum Insurance Coverage. The Academy shall maintain at least the minimum insurance coverages required from time to time by University insurance providers, including but not limiting to, M.U.S.I.C. At the time of execution of this contract these coverages are as follows, and shall include coverage for sexual molestation and abuse:

- (a) Commercial General or Public Liability: \$1 million per occurrence, \$2 million aggregate, PSA First Named Insured, SVSU Additional insured with primary and noncontributory coverage including coverage for sexual molestation or abuse and corporal punishment;
- (b) Automobile Liability: \$1 million per accident, PSA First Named insured, SVSU Additional insured with primary and noncontributory coverage, Higher limits are required is PSA has its own buses;
- (c) Workers Compensation: Meeting statutory requirements with \$1 million Employers' Liability Limits;
- (d) School Leaders Errors and Omissions: \$1 million per occurrence, \$3 million aggregate, PSA First Named insured, SVSU Additional insured with primary and noncontributory coverage;
- (e) Crime (Including Employee Dishonesty coverage) as well as third-party coverage insuring cash, securities and property: \$500,000 per occurrence and third-party coverage;
- (f) Umbrella: \$4 million "per occurrence" limit and aggregate or unlimited aggregate at a \$2 million limit, PSA First Named insured, SVSU Additional insured with primary and noncontributory coverage.

Section 13.3. Additional Insurance Requirements. The Academy agrees that it shall maintain any and all insurance coverage required by the University through a carrier with an AM Best rating of "A" or higher. The Academy shall purchase additional coverage or policies if so requested by the University or required by the University's insurance providers or by law. The Academy agrees to enter into additional agreements regarding indemnification, insurance and subrogation that may be required by the University's insurance providers. The ESP shall purchase, and provide evidence to the University Board, insurance meeting the requirements set forth above (including the inclusion of coverage for sexual molestation and abuse as well as corporal punishment), naming the Academy and the University as additional, named insureds with primary and noncontributory coverage. Any ESP Management Agreement shall require that such ESP (or employee leasing company) obtain insurance coverage similar to the insurance coverage required of the Academy hereunder.

Section 13.4. Indemnification. The parties acknowledge and agree that the University, its Board of Control (jointly and severally), members, officers, employees and agents are deemed to be

third-party beneficiaries for purposes of this Agreement. As third-party beneficiaries, the Academy hereby promises to indemnify and hold harmless the University, its Trustees, members, officers, employees and agents from all claims, demands, or liability, including actual attorney fees, and related expenses on account of injury, losses, damage (both incidental and consequential), 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 University, which arise out of or are in any manner connected with the University's approval of the Academy's application or the issuance of this Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of reliance by the University. The parties expressly acknowledge and agree that the University and its Board of Control (jointly and severally) members, officers, employees or agents may commence legal action against either party to enforce the rights set forth in this Agreement. Any ESP Management Agreement entered into between the Academy and an ESP shall likewise contain this promise to indemnify the University and its Board of Control (jointly and severally) members, officers, employees and agents by the ESP.

#### **ARTICLE XIV GENERAL TERMS**

Section 14.1. 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, telex 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 person or address as the respective party may designate by notice delivered pursuant hereto:

If to Saginaw Valley State University Board of Control:  
Director  
School/University Partnership Office  
Saginaw Valley State University  
7400 Bay Road  
University Center, Michigan 48710

If to Academy: Board President  
Oakland International Academy  
8228 Conant Street  
Detroit, Michigan 48211

Section 14.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of any local, state, or federal law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 14.3. 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 14.4. Entire Contract. This Contract sets forth the entire agreement between the University Board and the Academy with respect to the subject matter of this Contract. All prior application materials, contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.

Section 14.5. Assignment. This Contract is not assignable by either party without the prior written consent of the other party.

Section 14.6. 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 14.7. 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 14.8. 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 14.9. No Third-Party Rights. This Contract is made for the sole benefit of the Academy and the University. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

Section 14.10. Non-agency. It is understood that the Academy is not the agent of the University.

Section 14.11. 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 14.12. 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 14.13. Term of Contract. This Contract shall commence on July 1, 2024, and shall remain in full force and effect for a period of seven (7) academic years, ending June 30, 2031, unless sooner terminated according to the terms hereof. The Contract may be renewed or extended, and, under such circumstances, the length of any Contract renewal or extension may vary, as determined

in the University's sole and absolute discretion. The University President shall ascertain the success that the Academy has achieved in the implementation of its Educational Program using, in part, the reports provided under Section 6.3, the results it obtains through reported data from pupil assessments and the Academy's annual education report and use these results to inform his/her decision regarding renewal, extension and/or termination. Such decisions shall, nevertheless, be subject to his/her sole and absolute discretion. The most important factor that the University will consider in contemplating the renewal of the Academy's Contract will be increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria.

Section 14.14. University Board General Policies on Charter Schools Shall Apply. Notwithstanding any provision of this Contract to the contrary, if the University Board adopts additional general policies clarifying procedure and the requirements applicable to public school academics under this contract, the University Board's general policies as from time to time amended will automatically apply to the Academy after thirty (30) days' notice, provided they are not inconsistent with provisions of this Contract. The Academy shall comply with all such policy statements and operating guidelines prepared by the University and/or the University Board.

Section 14.15. Compliance with All Applicable Law. The execution of this contract is by a duly-authorized member of the Academy Board and the signator and Academy Board certify compliance by the Academy and the Academy Board with the terms and conditions of this Contract and all applicable law.

Section 14.16. Contract Submission to MDE. This Contract shall be submitted to the Michigan Department of Education within ten (10) days of issuance.

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

(SIGNATURES ON NEXT PAGE)

ACADEMY:

Oakland International Academy,  
a Michigan Public School Academy

By: \_\_\_\_\_



Its: President

Date: May 30, 2024

UNIVERSITY:

Saginaw Valley State University  
Board of Control

By: \_\_\_\_\_

Its: President

Date: \_\_\_\_\_

ACADEMY:  
Oakland International Academy,  
a Michigan Public School Academy

UNIVERSITY:  
Saginaw Valley State University  
Board of Control

By: \_\_\_\_\_

By: George Hartge

Its: \_\_\_\_\_

Its: President

Date: \_\_\_\_\_

Date: 6/5/24

**SCHEDULE 1**  
**SVSU CHARTER SCHOOL POLICY, AS AMENDED**

# **SAGINAW VALLEY STATE UNIVERSITY**

## **Policy Statement on Public School Academies**

### **SCHEDULE 1**

#### **I. Purposes**

Under the provisions of 1993 Public Act 362 the Board of Control of Saginaw Valley State University “Board”) is authorized to enter into contracts for the creation of Public School Academies (PSA) under Part 6A of the Revised School Code of 1976, as amended (the “School Code”), schools of excellence (SOE’s) under Part 6E of the Code, schools of excellence that are cyber schools (Cyber Schools) under Part 6E of the Code and strict discipline academies (SDAs), as described in section 1311b of the School Code.

It is the purpose of this policy to set forth criteria and procedures for the administration of the SVSU Board’s responsibilities under the sections of the School Code listed above. However, this Policy Statement is intended as a guideline only and the validity of a PSA Contract (“Contract”) shall not be affected because of a departure from one or more of these criteria or procedures in approving the Contract.

The SVSU Board will consider the approval of contracts for PSAs in order to provide eligible students with enhanced opportunities to achieve the objectives of Article VIII of Michigan’s Constitution of 1963. By assisting in the development of such educational institutions, SVSU may make significant contributions to the variety and quality of educational programs available to public school pupils as well as create models for exemplary educational practices and parental involvement. The Board may approve such contracts where the likelihood is shown that a proposed PSA can and will meet educational needs of those who are presently inadequately served by offering a quality educational program that is both responsive to those needs and has the means and resources necessary to accomplish its educational goals.

#### **II. Application Process**

The School/University Partnership Office will use a two-phase application process to identify potential PSA’s to enhance its portfolio. The open application process accepts proposals for all interested individuals and groups that may have a unique idea for developing a PSA. Each Phase I application will be reviewed by the School/University Partnership Office and a determination will be made to offer an extended Phase II application. Proposals that meet University requirements, University mission, vision and core values and the requirements of the respective statute governing the specific type of PSA will be considered for authorization.

Individuals or organizations seeking to enter into a contract with the SVSU Board for the creation and operation of a PSA must submit an application on SVSU Board approved forms, which shall include the following items of information:

- A. All items listed as required under the School Code for the specific type of PSA being proposed.
- B. Documentation providing evidence that students are presently inadequately served, and how their educational needs are to be met by the proposed PSA.
- C. A description of any unique or special educational or service features of the proposed PSA that would give it particular qualitative dimensions not otherwise available to students.
- D. A description of programs or efforts the PSA will undertake to ensure that it will attract and meet the needs of a culturally, economically and ethnically diverse student body.
- E. A copy of financial planning documents describing the proposed academy's operating budget and capital needs and resources for a five-year period.
- F. A copy of any and all publications, brochures, advertisements or other promotional literature used to recruit students, raise money or otherwise represent the proposed PSA to the public.
- G. A statement about how the proposed PSA will align with SVSU's mission, vision and core values.
- H. Additional and supplemental information or documents may also be requested by the SVSU Board on a case-by-case basis.

### **III. Evaluation Process**

Applications will be evaluated by the SVSU Board, or its designee, on a competitive basis, taking into consideration the requirements of the particular section of the School Code under which the proposed PSA is seeking to be authorized. The SVSU Board, in its sole discretion, may retain the services of an independent consultant-evaluator to review and evaluate the application and advise the SVSU Board as to the needs, plans, goals and resources of the applicant. Individuals shall be selected as a consultant-evaluator on the basis of their background and expertise in the field of K-12 education and the operation and evaluation of K-12 schools.

It is expected, but not assured, that the process of evaluating applications will require 60-120 days from date of receipt. The SVSU Board will consider the evaluation report together with the contents of the application in a timely manner as part of its normal committee and Board meeting agenda. The SVSU Board is not required to issue a charter contract.

### **IV. Operation and Oversight of Public School Academies**

Any contract issued to a PSA shall contain the following provisions:

- A. Requirements by the particular section of the School Code under which the applicant is seeking to be authorized.
- B. An initial contract term not to exceed five years, with the possibility but without the assurance of renewal.

- C. An assurance by the Board of Directors of the PSA that the school is and will remain in compliance with all applicable state, federal and local laws (to be renewed annually).
- D. A requirement that the PSA will comply with both scheduled and unplanned review visits by consultant-evaluators appointed by the SVSU Board.
- E. A provision that the SVSU Board will retain 3% of the per pupil State School Aidas compensation for administrative costs it incurs for its oversight functions and service as fiscal agent.
- F. A provision that the PSA will not have or maintain any affiliation with a church or other religious organization that would disqualify it under the State or federal constitution from receiving public support.
- G. An assurance from the PSA that it shall furnish to the SVSU Board such proofs at such intervals as the SVSU Board may reasonably request of the PSA's continuing compliance with all applicable laws and with the continuing truth of each and every representation made in its application to and subsequent contract with the SVSU Board. Such provision shall further provide that if the PSA ceases to comply with any provision of law or any such representation, or any such representation ceases to be true, the PSA shall promptly notify the failure of the representation to the SVSU Board.
- H. A provision requiring the PSA to undertake and sustain good faith efforts to attract and serve a student body that is culturally, economically and ethnically diverse.
- I. A provision requiring that the PSA will hold SVSU, its Trustees, officers, employees and agents harmless with effect to any claims asserted because of an act or failure to act of the PSA, its officers, employees, agents, pupils or the representatives of them and shall further adhere to the insurance coverages as required by the Michigan Universities Self-Insurance Corporation (M.U.S.I.C).
- L. A provision providing that the PSA recognizes and agrees to the grounds provided for revocation of its contract as set forth in the provisions required by the particular section of the School Code and in the Contract granted by the SVSU Board. The decision of an authorizing body to revoke a Contract under this section is solely within the discretion of the authorizing body, is final, and is not subject to review by a court or any state agency. An authorizing body that revokes a Contract under this section is not liable for that action to the public school academy, public school academy corporation, a pupil of the public school academy, the parent or guardian of a public school academy, or any other person.
- M. Schools should have a minimum enrollment of 50 students. Exceptions may be made for compelling reasons.

## **V. Boards of Directors of Public School Academies**

Because any PSA becomes, in effect, a fully funded public school, those responsible for the governance of the PSA must be fully accountable to the public. Further, opportunity must be provided to the public for participation in the selection of those responsible for the governance of such public institutions.

The following criteria and provisions shall be applicable to the Boards of Directors of any PSA subject to a contract with the SVSU Board:

- A. The PSA Boards shall be comprised of not fewer than five persons, selected on the basis of their commitment to and interest and experience in public education. Individuals shall serve for a term of not more than three years, and the terms of PSA Board members shall be staggered to provide continuity and stability in PSA Board membership.
- B. All members of a PSA Board shall be citizens of the United States and residents of the State of Michigan.
- C. Public notice shall be given by the PSA of vacancies on its Board of Directors, and an opportunity shall be provided for interested individuals to apply for appointment to any such Board. The PSA should submit two names for each vacancy that exists on the Board of Directors after the initial board has been installed.
- D. The SVSU Board shall approve appointments to the PSA Board of Directors.
- E. At the time of any expired term or other vacancy on a PSA's Board of Directors, the then-serving Directors shall review applicants for such vacancies and recommend to the SVSU Board persons for appointment.
- F. The SVSU Board reserves the authority to remove any person from membership of a PSA Board at its sole discretion for cause.
- G. In the event that one or more vacancies develop on the Board of Directors of a PSA such that the board does not have a minimum number of directors required by the Policy or in a manner that renders the PSA Board of Directors unable to conduct business, the President of SVSU may make interim appointments to fill the vacancies on the Board of Directors of the PSA. Such interim appointments will remain in effect until subsequent action by the SVSU Board.
- H. The PSA Board shall complete a "Conflict of Interest" assurance form annually.

**SCHEDULE 2**  
**FISCAL AGENT AGREEMENT**

## **FISCAL AGENT AGREEMENT – SCHEDULE 2**

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This Agreement is made as of July 1, 2024, and shall have an effective date of July 1, 2024, by and among Saginaw Valley State University Board of Control (“University Board”), an authorizing body as defined by the School Code of 1976 as amended, (the “Code”), the State of Michigan (the “State”) and the Board of Directors of Oakland International Academy (“Academy”), a public school academy.

### **Preliminary Recitals**

WHEREAS, the University Board and the Academy are entering into a Contract to Charter a Public School Academy dated July 1, 2024, the (the “Contract”), and

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

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

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

### **ARTICLE I**

#### **DEFINITIONS AND INTERPRETATIONS**

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

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

“Agreement” means this Fiscal Agent Agreement executed by the University Board, the Treasurer of the State of Michigan and the Academy.

“Contract” means the contract to charter a public school academy which the University Board and the Academy are entering into.

“Fiscal Agent” means the University Board or an officer or employee of Saginaw Valley State University as designated by the University Board.

“Other Funds” means any other public or private funds which the Academy receives and for which the University Board may act as fiscal agent.

“State School Aid Payment” means any payment of money the Academy receives from the school aid fund established pursuant to Article IX, Section 11 of the Michigan Constitution or under the School Aid Act of 1979, as amended, net any deductions set forth in Section 2.2 hereof.

“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 School Aid Funds. The University Board is the Fiscal Agent for the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02. Transfer to Academy. The Fiscal Agent shall transfer, net any amount(s) authorized to be withheld by the Fiscal Agent pursuant to applicable law, including but not limited to, the 3% oversight fee charged pursuant to MCLA 380.502(6) and any amounts charged pursuant to Section 2.4 of the Contract, all State School Aid Payments, and all Other Funds received on behalf of the Academy to the Academy within ten (10) days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable state board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors as the Academy’s authorized depository account, except as provided in Section 6.03 below, and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy’s pupil count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State Aid School Payments received on behalf of the Academy from the State Treasurer. The Fiscal Agent’s duties under this Agreement are separate from the University Board’s duties outlined in the Contract.

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

**ARTICLE IV**  
**ACADEMY DUTIES**

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

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

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

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

**ARTICLE V**  
**RECORDS AND REPORTS**

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

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

**ARTICLE VI**  
CONCERNING THE FISCAL AGENT

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

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

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

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

Section 6.03. State Aid Re-Direction. The Fiscal Agent, in its sole discretion at the Academy's timely request, may consent to enter into an agreement with the Academy and a third party whereby State School Aid is directed by the Fiscal Agent for receipt by a third party. In the event the Academy wishes the Fiscal Agent to undertake such a re-direction, it shall provide documentation to the Fiscal Agent sufficiently in advance of the date at which the re-direction is requested for the Fiscal Agent to review the propriety of the request. The Fiscal Agent reserves the right to charge the Academy a fee for undertaking such service to the Academy.

**ARTICLE VII**  
**MISCELLANEOUS**

Section 7.01. Notice. Any notice, authorization, request, or demand required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when mailed by regular first class mail and addressed as follows:

To the Academy: Board President  
Oakland International Academy  
8228 Conant Street  
Detroit, Michigan 48211

To the Fiscal Agent: Director  
School/University Partnerships  
Saginaw Valley State University  
7400 Bay Road  
University Center, Michigan 48710

To the State: State Treasurer  
Treasury Building  
430 W. Allegan Street  
Lansing, Michigan 48922

A United States Post Office registered or certified mail receipt or overnight courier receipt showing delivery of such documents shall be conclusive evidence of the date and fact of delivery. Any party to this Agreement may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) days prior notice of the change.

Section 7.02. Termination of Responsibilities. Upon the taking of all the actions as described in this Agreement by the Fiscal Agent or upon the suspension, termination or revocation of the Academy's contract with the University Board, the Fiscal Agent shall have no further obligations or responsibilities under this Agreement to the Academy or any other person or persons in connection with this Agreement and this Agreement shall be discharged.

Section 7.03. Binding Agreement. This Agreement shall be binding upon the Fiscal Agent, the State, and the Academy and their respective successors and legal representatives and shall incur solely to the benefit of the Academy, the Fiscal Agent and the State and their respective successors and legal representatives.

Section 7.04. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained in this Agreement.

Section 7.05. Michigan Law Governs. This Agreement shall be governed exclusively by the provisions of this Agreement and by the applicable laws of the State of Michigan.

Section 7.06. Amendment. This Agreement is made for the benefit of the Fiscal Agent, the Academy and the State and it may be altered or amended in writing only if the University Board and the Academy have followed the procedures set forth in Article VIII of the Contract and only upon approval of the Academy, the University Board and the State. However, if the Code is amended after the effective date of this Agreement in a manner which alters the responsibilities or duties of the Fiscal Agent under the Code, the responsibilities and duties of the Fiscal Agent shall be so altered as of the effective date of such amendment to the Code.

Section 7.07. Term of Agreement. The term of this Agreement shall coincide with the term of the Contract.

Section 7.08. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective and duly authorized officers as of the day and year indicated herein.

ACADEMY:

AUTHORIZING BODY:

Oakland International Academy

Saginaw Valley State University

By: \_\_\_\_\_

By:  \_\_\_\_\_

Title: Board President

Title: Director, School/University Partnerships

Date: \_\_\_\_\_

Date: 6/4/2024

Section 7.05. Michigan Law Governs. This Agreement shall be governed exclusively by the provisions of this Agreement and by the applicable laws of the State of Michigan.

Section 7.06. Amendment. This Agreement is made for the benefit of the Fiscal Agent, the Academy and the State and it may be altered or amended in writing only if the University Board and the Academy have followed the procedures set forth in Article VIII of the Contract and only upon approval of the Academy, the University Board and the State. However, if the Code is amended after the effective date of this Agreement in a manner which alters the responsibilities or duties of the Fiscal Agent under the Code, the responsibilities and duties of the Fiscal Agent shall be so altered as of the effective date of such amendment to the Code.

Section 7.07. Term of Agreement. The term of this Agreement shall coincide with the term of the Contract.

Section 7.08. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective and duly authorized officers as of the day and year indicated herein.

ACADEMY:

Oakland International Academy

By: 

Title: Board President

Date: May 30, 2024

AUTHORIZING BODY:

Saginaw Valley State University

By: \_\_\_\_\_

Title: Director, School/University Partnerships

Date: \_\_\_\_\_



**ACKNOWLEDGEMENT OF RECEIPT**

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The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the forgoing Fiscal Agent Agreement that is part of the Contract issued by Saginaw Valley State University to the Oakland International Academy.

By: \_\_\_\_\_

Alyson Hayden, Director  
Bureau of State and Authority Finance  
Michigan Department of Treasury  
430 W. Allegan Street  
Lansing, Michigan 48922

Date: 6/27/2023

**SCHEDULE 3**  
**ACADEMY ARTICLES OF INCORPORATION, FILING ENDORSEMENT AND CERTIFICATE OF GOOD**  
**STANDING**

**MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH  
BUREAU OF COMMERCIAL SERVICES**

**FILED**

Date Received

(FOR BUREAU USE ONLY)

JUL 16 2004

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

Administrator  
BUREAU OF COMMERCIAL SERVICES

Name

**Ronald Schneider**

Address

**Saginaw Valley State University, 7400 Bay Road**

City

**University Center**

State

**MI**

Zip Code

**48710**

Trans Infol 9603642-2 07/12/04  
CHK#: 623301 Amt: 0.00  
ID: 750937

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.

## CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

**For use by Domestic Profit and Nonprofit Corporations**

(Please read information and instructions on the last page)

*Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:*

- The present name of the corporation is: **Oakland International Academy**
- The identification number assigned by the Bureau is: **750-937**

- Article VII of the Articles of Incorporation is hereby amended to read as follows:

### ARTICLE VII

No part of the net earnings of the academy shall inure to the benefit of or be distributable to its directors, officers or other private persons, or organizations organized and operated for profit (except that the academy 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 academy 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.

Except as otherwise provided by law, upon the dissolution of the academy, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the academy, dispose of all of the assets of the academy to the Saginaw Valley State University Board of Control, or to such other governmental entities who are organized for similar purposes as set forth in Article II. Provided, however, that property acquired substantially with funds appropriated under the State School Aid Act of 1979, Act 94 of the Public Acts of 1979, as amended, shall be transferred to the State of Michigan upon the dissolution of the academy.

JK

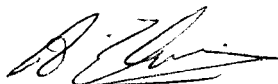
**6. (For a nonprofit corporation whose Articles state the corporation is organized on a directorship basis.)**

The foregoing amendment to the Articles of Incorporation was duly adopted on the 9<sup>th</sup> day of June, 2004, by the directors of a nonprofit corporation whose Articles of Incorporation state it is organized on a directorship basis (check one of the following)

at a meeting the necessary votes were cast in favor of the amendment.

by written consent of all directors pursuant to Section 525 of the Act.

Signed this 9 day of June, 2004

By  President  
(Signature of President, Vice-President, Chairperson or Vice-Chairperson)

ALIA A. ELMOURSE PRESIDENT  
(Type or Print Name) (Type or Print Title)

# *Michigan Department of Consumer and Industry Services*

## *Filing Endorsement*

*This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT*

*for*

*OAKLAND INTERNATIONAL ACADEMY*

*ID NUMBER: 750937*

*received by facsimile transmission on June 10, 1999 is hereby endorsed*

*Filed on June 11, 1999 by the Administrator.*

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



*In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 11th day of June, 1999.*

*Julie Coll*

*, Director*

*Corporation, Securities and Land Development Bureau*

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

Date Received		<b>(FOR BUREAU USE ONLY)</b> This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.
Name <b>Turkia A. Mullin, Esq.</b> <b>Couzens, Lansky, Fealk, Ells, Roeder &amp; Lazar, P.C.</b>		<b>EFFECTIVE DATE:</b>
Address <b>39395 West Twelve Mile Road, Suite 200</b>		
City <b>Farmington Hills, Michigan</b>	State <b>48331</b>	

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: <b>Oakland International Academy</b>
---

**ARTICLE II**

<p>The purpose or purposes for which the Oakland International Academy ("Academy") is organized are:</p> <ol style="list-style-type: none"> <li>The Academy is a nonprofit corporation and is not organized for the private gain of any person. The Academy is organized for the purposes of operating as a public school academy in the state of Michigan and managing, operating, guiding, directing and promoting the Academy, and such other educational activities as the Board of Directors may define from time to time, pursuant to the provisions of the Michigan Nonprofit Corporation Act No. 162 of the Public Acts of 1982, as amended being Sections 450.2101 to 450.3912 of the Michigan Compiled Laws and Part 6A of the Revised School Code (the "Code") as amended, being section 380.501 to 380.518 of the Michigan Compiled Laws.</li> <li>The Academy, 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 of 1986, as amended ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the Academy 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 school organized under the laws of the State of Michigan and subject to a contract between the school and its authorizing body allowing the school to operate as a public school academy as authorized under the Code.</li> <li>The Academy is organized for the specific purposes of 1) improving pupil achievement for all pupils, including but not limited to, educationally disadvantaged pupils, by improving the learning environment; 2) stimulating innovative teaching methods; 3) creating new professional opportunities for teachers in a type of school in which the school structure and educational program can be innovatively designed by teachers at the school site level; 4) achieving school accountability by placing full responsibility for performance at the school site level; and 5) providing parents and pupils with greater choices among public schools, both within and outside their existing school districts.</li> </ol>
---

ARTICLE III

1. The corporation is organized upon a nonstock basis.  
(Stock or Nonstock)

2. If organized on a stock basis, the total number of shares which the corporation has authority to issue is N/A. 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:

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:

- 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. Any other funds lawfully received.

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

ARTICLE IV

1. The address of the registered office is:  
1830 West Square Lake Road Bloomfield Hills MICHIGAN 48302  
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office, if different than above:  
 \_\_\_\_\_ MICHIGAN \_\_\_\_\_  
(Street Address or P.O. Box) (City) (ZIP Code)

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

ARTICLE V

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

Name	Residence or Business Address
<u>Dr. Ashour Shwehdi</u>	<u>42517 Proctor Road, Canton, MI 48186</u>
<u>Dr. Favez Shukairy</u>	<u>27100 Winchester Ct., Farmington Hills, MI 48331</u>
<u>Dr. Alaa Elmoursi</u>	<u>857 Baldwin Dr., Troy, MI 48098</u>

Use space below for additional Articles or for continuation of previous Articles.

**ARTICLE VI**

The Board of Directors shall have all of the powers and duties permitted by law to manage the business, property and affairs of the Academy, subject to the provisions of these Articles.

**ARTICLE VII**

The Academy is a governmental entity.

**ARTICLE VIII**

Notwithstanding any other provision of these Articles of Incorporation, the Academy shall not carry on any 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.

No part of the net earnings of the Academy 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 Academy shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof.

**ARTICLE IX**

The authorizing body of the Academy is Saginaw Valley State University Board of Control, County of Saginaw, State of Michigan ("University Board").

**ARTICLE X**

These Articles of Incorporation shall not be amended except by the process provided in the contract executed by the Academy and the University Board, allowing the Academy to operate as a public school academy. This process is as follows.

The Academy, by a majority vote of its Board of Directors, may, at any time, propose specific changes to these Articles of Incorporation or may propose a meeting to discuss potential revisions to these Articles of Incorporation. The proposal will be made to the University Board through its designee. The University Board delegates to its President, or the President's designee, the review and approval of changes or amendments to the Articles of Incorporation. In the event that a proposed change is not accepted by the University President or the President's designee, the University Board shall consider and vote upon a change proposed by the Academy following an opportunity for a written and/or oral presentation to the University Board by the Academy.

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

**ARTICLE XI**

The Corporation and its incorporators, members of its Board of Directors, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Act No. 170 of the Public Acts of 1964, as amended, being MCL 691.1407.

**ARTICLE XII**

Except as otherwise provided by law, upon the dissolution of the Academy, the University Board shall after paying or making provisions for the payment of all of the liabilities of the Academy, dispose of all of the assets of the Academy to the Authorizing Body or to such other governmental entities who are organized for similar purposes as set forth in Article II.

**ARTICLE XIII**

The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the federal or state constitution, 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.

These Articles of Incorporation shall become effective upon filing. However, the Academy shall not carry out the purposes set forth in Article II unless, and until the University Board issues to the Academy a contract to operate as a public school academy, and the contract is executed by both the Academy and the University Board.

07/13/99 15:41:02

Corporation, Securities & Land Dev. Bureau p.7

I, (We), the incorporator(s) sign my (our) name(s) this 7<sup>th</sup> day of June, 1999.

[Signature]  
[Signature]  
[Signature]

[Signature]  
Dr. Fayed Shokair  
Ashour Shwehdi  
Ashour Shwehdi  
[Signature]  
Dr. Alaa Elmoursi

***MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS***  
***FILING ENDORSEMENT***

***This is to Certify that the*** 2023 ANNUAL REPORT

***for***

OAKLAND INTERNATIONAL ACADEMY

***ID Number:*** 800847038

***received by electronic transmission on*** September 26, 2023 , ***is hereby endorsed.***

***Filed on*** September 26, 2023, ***by the Administrator.***

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



***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 26th day of September, 2023.***

*Linda Clegg*

***Linda Clegg, Director***

***Corporations, Securities & Commercial Licensing Bureau***

**SCHEDULE 4**  
**ACADEMY BYLAWS SIGNED BY ACADEMY DESIGNEE**

**BYLAWS  
OF  
OAKLAND INTERNATIONAL ACADEMY**

**ARTICLE I**

**NAME**

This organization shall be called Oakland International Academy (the "Academy").

**ARTICLE II**

**FORM OF CORPORATION**

**Section 1. Organization.** The Academy is 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 County of Oakland. 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 shall be the business office of the registered agent, as required by the Michigan Non-profit Corporation Act.

**ARTICLE IV**

**BOARD OF DIRECTORS: MEETINGS, FISCAL YEAR**

**Section 1. General Powers.** The business, property and affairs of the corporation may be managed by its Board of Directors. The Board of Directors 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 Michigan Revised School Code ("Code"), as amended, MCL §380.501 et seq. The board may delegate such power to the officers of the board as it deems necessary and to the extent permitted by applicable law.

**Section 2. Method of Selection.** The initial Board of Directors shall be the individuals named in the initial resolution approved by the Saginaw Valley State University Board of Control ("University Board"). Subsequently, the Board of Directors of the corporation shall nominate a list of potential members of the Board of Directors equaling at least twice the number of vacancies on the Board. Provided the Board of Directors submits the list of nominees at least forty-five (45) days before the June or December University Board meeting, the University Board shall select members from the list of nominees at its next following June or December meeting. In the event that a vacancy causes the Board of Directors to be unable to have a quorum, the University Board may nevertheless accept the list of nominees and make an appointment at its next regularly scheduled meeting. When the nominations are forwarded to the University board, they shall be accompanied by the nominees' resume and each nominee shall be available for interview by the University Board or its designee. A member appointed to fill a vacancy created other than by expiration of a term shall be appointed for the unexpired term of the vacating member in the same manner as the original appointment.

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

and three (3) year terms. The length of term of the board members shall commence with the first meeting of the board of directors **after a director's election, except** the initial terms shall commence on the day of appointment and shall continue until June 30 of the respective term year. Subsequent terms shall be from July 1 through June 30 of the appropriate year.

Section 4. Number of Directors. The number of members shall never be fewer than five(5) nor more than nine (9), as determined from time to time by the University Board.

Section 5. Qualifications. The Board members of the corporation must include (i) a representative of the parents of children attending the school; and (ii) at least one professional educator, preferably a person with school administrative experience. The Board shall not include (i) members appointed or controlled by another profit or non-profit corporation; (ii) employees of Oakland International Academy; (iii) any director, officer or employee of a management company that contracts with Oakland International Academy; or (iv) Saginaw Valley State University officials, as representatives of Saginaw Valley State University.

Section 6. Oath. All members of the Board of Directors of the corporation must file an acceptance of office with the University. All members of the Board of Directors of the corporation shall take the oath of office required by §512a(4)(b)(vi) of the Code.

Section 7. Tenure. Each member of the Board of Directors ("Director") shall hold office until the Director's replacement, death, resignation, removal, expiration of the term, or other event specified in §512a(4)(c) of the Code, whichever occurs first.

Section 8. Removal. Any Director may be removed with cause by a two-thirds vote of the Board of Directors of the corporation or as directed by the University Board.

Section 9. Resignation. Any Director may resign at any time by providing written notice to the corporation. Notice of resignation will be effective upon receipt or at a subsequent time designated in the notice. A successor shall be appointed as provided in Section 2 of this Article.

Section 10. Annual and Regular Meetings. The Board of Directors shall hold an annual meeting in July of each year. The Board of Directors may provide, by resolution, the time and place, within the state of Michigan, for the holding of regular meetings. The corporation shall provide notice of the annual and all regular meetings as required by the Open Meetings Act, MCL §15.261 et. seq.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix the place within the state of Michigan for holding any special meeting of the Board of Directors called by them, and, if no other place is fixed, the place of meeting shall be the principal office of the corporation in the state of Michigan. The corporation shall provide notice of all special meetings as required by the Open Meetings Act.

Section 12. Notice: Waiver. In addition to the notice provision of the Open Meetings Act, notice of any special meeting shall be given at least twenty-four (24) hours prior to the special meeting by written notice, stating the time and place of the meeting, delivered personally or mailed or sent by facsimile to each Director at the Director's business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice is given by facsimile, such notice shall be deemed to be delivered when the facsimile is sent. Any Director may waive notice of any meeting by written statement, or telecopy sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express of objecting to the transaction of any business because the meeting is not lawfully called or convened. Whenever the Open Meetings Act requires public notice to be given, the notice shall always be posted at its principal office building or any other locations considered appropriate by the Corporation.

Section 13. Quorum. A majority of the Directors of the Board in office constitutes a quorum, for the transaction of business at any meeting of the Board of Directors, but if less than a majority of the Board of Directors is present at a meeting, the meeting shall be adjourned, providing such notice is given as is required by the Open Meeting Act.

Section 14. Manner of Acting. The act of the majority of the Directors in office shall be the act of the Board of Directors.

Section 15. Open Meetings Act. All meetings of the Academy Board, including committee meetings, shall at all times be in compliance with the Open Meetings Act, to the extent the Open Meetings Act is applicable.

Section 16. Board Vacancies. A vacancy shall occur as specified in the Code. Any vacancy shall be filled as provided in Section 2 of this Article.

Section 17. Compensation. A director of the Corporation shall serve as a volunteer director. By resolution of the Board of Directors, the Directors may be paid their expenses, if any, of attendance at meetings of the Board of Directors.

Section 18. Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that Directors dissent shall be entered in the minutes the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

Section 19. Committees. The Board of Directors, by resolution, may designate one or more committees, each committee to consist of one or more Directors elected by the Board of Directors, which to the extent provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, shall have and may exercise, when the Board of Directors is not in session, the powers of the Board of Directors in the management of the business and affairs of the corporation, except action in respect to the fixing of compensation for or the filing of vacancies in the Board of Directors or committees created pursuant to this Section, or amendments to the Articles of Incorporation or Bylaws. The Board of Directors may elect one or more of its members as alternate members of any committee who may take the place of any absent member or members at any meeting of a committee, upon request by the Chair of the meeting. Individuals who are not Directors may also be allowed to serve on such committees. All members of such committees shall serve at the pleasure of the Board. The delegation of authority to any committee shall not operate to relieve the Board of Directors or any member of the Board from any responsibility imposed by law subject to the Open Meetings Act. Rules governing procedures for meetings of any committee of the Board shall be established by the Board of Directors, or in the absence thereof, by the committee itself subject to the Open Meetings Act. All actions by any Board Committee shall be reported for ratification to the Board of Directors at the meeting next succeeding such action.

Section 20. Fiscal Year, Budget and Accounting. The fiscal year of the Corporation shall begin on the first day of July in each year. The Board of Directors, subject to the oversight responsibilities of the University Board, shall have exclusive control of the budget. The Board shall prepare and publish an annual budget in accordance with University Board policy.

## ARTICLE V

### OFFICERS OF THE BOARD

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

Section 2. Election and Term of Office. The Board of Directors shall elect the initial officers at a duly noticed meeting prior to July 1, 1999. Thereafter, the officers of the corporation shall be elected annually by the Board of Directors at the July meeting of the Board of Directors. 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 Board of Directors may be removed by majority vote of the Board of Directors with or without cause 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 Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be a member of the Board of Directors. The President of the corporation shall preside at all meetings of the Board of Directors. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Board of Directors attending the meeting shall preside. The President shall be an ex officio member of all standing committees and shall be President of those committees designated by the Board of Directors. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Board from time to time.

Section 6. Vice-President. The Vice-President of the corporation shall be a member of the Board of Directors. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or by the Board of Directors.

Section 7. Secretary. The Secretary of the corporation shall be a member of the Board of Directors. The Secretary shall: (a) keep the minutes of the Board of Directors meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of the Bylaws of the corporation or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or the Board.

Section 8. Treasurer. The Treasurer of the corporation shall be a member of the Board of Directors. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the corporation in such banks, trust companies or other depositories as shall be selected by the Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board of Directors.

Section 9. Assistants and Acting Officers. The Assistants to the Secretary and Treasurer, if any, selected by the Board of Directors, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the President or the Board of Directors. The Board of Directors shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Board of Directors may by resolution otherwise determine.

Section 10. Salaries. Officers of the Board, as Directors of the corporation, may not be compensated for their services. They may, however, receive traveling and other expenses.

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 §§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 VI

### CONTRACTS, LOANS, CHECKS AND DEPOSIT SPECIAL CORPORATE ACTS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by an instrument in writing. When the Board of Directors 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.

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 Board of Directors. 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 loans shall be made by the Corporation to its Directors or officers. Any Director or officer who assents to or participates in the making of any such loan shall be liable to the Corporation for the amount of such loan until it is repaid.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for 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 Board of Directors.

Section 4. Deposits. All 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 Board of Directors may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 5 or 6 of Act No. 105 of the Public Acts of 1855, as amended, being §§21.145 and 21.146 of the Code.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Board of Directors, any shares or other securities issued by any other corporation and owned and controlled by this corporation may be voted at any meeting of security holders of such other corporation by the President of this corporation or by proxy appointed by the President, or in the absence of the President and the President's proxy, by the Secretary or Treasurer of this corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity of any authorization by the Board of Directors, 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 a 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 share 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. Subject to the following paragraph, any contract or other transaction between this corporation and one or more of its Directors, or between this corporation and any firm of which one or more of this corporation's Directors are members or employees, or in which one or more of this corporation's Directors are interested, shall be valid for all purposes, notwithstanding the presence of such Director or Directors at the meeting at which the Board of Directors of the corporation acts upon, or in reference to, such contract or transaction, and notwithstanding the participation of the Director or Directors in such action, if the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors shall, nevertheless, authorize, approve and ratify such contract or transaction by a vote of a majority of the Directors present, such interested Director or Directors to be counted in determining whether a quorum is present, but not to be counted as voting upon the matter or in calculating the majority of such quorum necessary to carry such vote subject to the following paragraph. This Section shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

Any director, officer, or employee of the Academy, who enters into a contract with the Academy, that meets the definition of contract under the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being §§15.321 to 15.330 of the Michigan Compiled Laws, and is permissible under Section 3(1) of that Act, shall comply with the public disclosure requirements set forth in Section 3(2) of the Act. Public disclosure of the contract means as follows:

- (i) Prompt disclosure of any pecuniary interest in a contract with the corporation. The disclosure shall be made a matter of corporate record at a regular or special meeting.
- (ii) Approval of the contract by a vote of not less than 2/3 of the directors of the corporation at a regular or special meeting. If applicable, the vote shall be without the vote of the director making the disclosure.
- (iii) Disclosure by the corporation of the following summary information in its board minutes:

- (a) The name of each party involved in the contract;
- (b) The terms of the contract, including duration, financial consideration between parties, facilities or services of the corporation included in the contract, and the nature and degree of assignment of corporation employees for fulfillment of the contract; and
- (c) The nature of any pecuniary interest.

**ARTICLE IX**

**INDEMNIFICATION**

Section 1. Extent of Indemnification. Each person who is or was a trustee, 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 trustee, director, officer, partner, 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 such capacity or arising out of his status as such, whether or not the corporation would have power to indemnify such person against such liability under the preceding sentence. The corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification to any employee or agent of the corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

Section 2. Governmental Immunity. The Corporation and its incorporators, members of its Board of Directors, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Act No. 170 of the Public Acts of 1964, as amended, being MCL §691.1407.

**ARTICLE X**

**SEAL**

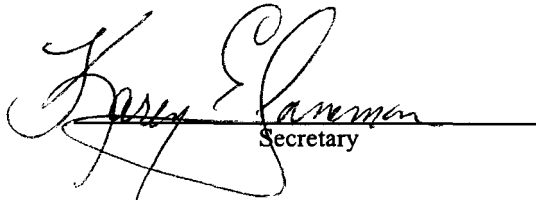
The Board of Directors may provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation, the State of Michigan and the words "Corporate Seal" and "Public School Academy."

**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 Board of Directors at any regular or special meeting of the Board of Directors, if a notice setting forth the term of the proposal has been given in accordance with the notice requirements for special meetings; and (b) the written approval of the changes or amendments by the University President. In the event that a proposed change is not accepted by the University President, the University Board shall consider and vote upon a change proposed by the corporation following an opportunity for a written and/or oral presentation to the University Board by the corporation. Amendments to these Bylaws take effect only after they have been approved by both the corporation Board and by the University President or the University Board.

These Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by unanimous consent of the Board of Directors on the 6<sup>th</sup> day of July, 1999.

  
 Secretary

**SCHEDULE 5**  
**DESCRIPTION OF EDUCATIONAL PROGRAM AND EDUCATIONAL GOALS**

Standard 1: The Academy shall, at a minimum, demonstrate to the Authorizer that its students are making sufficient progress to meet state-identified proficiency targets in each tested content area and grade level.

Standard 2: The Academy shall outperform host district/comparable district on the state-identified proficiency test.

Standard 3: Using a recognized norm-referenced test, the Academy shall demonstrate that:

- students' fall-to-spring growth demonstrates measurable progress toward grade level targets (closing the gap—bringing students closer to grade level); and
- students' median fall-to-spring Student Conditional Growth Percentile (SCGP) will be at the fiftieth percentile or higher (compares like students, with similar scores – not grade specific).

Standard 4: Using a recognized norm-referenced test, the Academy shall demonstrate that:

- students will achieve scores equal to or greater than the grade level reading and math College/Career Readiness (CCR) target; and
- the percent of students meeting their projected score will average 60% (1 year's growth in 1 years' time).

An Academy identified by the Authorizer as being deficient in meeting the standards above, shall further engage, at its sole cost, the services of an entity with a demonstrated track record of improving instructional methodologies. This entity shall be acceptable to SVSU, in its sole discretion, for a term of two years, and be subject to renewal if the academic program does not reach the educational goals set forth herein.

# SAGINAW VALLEY STATE UNIVERSITY STANDARDS FOR AN EDUCATIONAL PROGRAM Oakland International Academy Education Program

## **STANDARD 1: Implementation, Delivery, and Support of the Educational Program and Curriculum**

### **AREA OF INQUIRY A: Mission**

**A1.** Board Mission/Vision/Values statements are presented annually at staff meetings, and teachers are encouraged to integrate these in their “teachable moments” and through explicit activities with the following instructions:

- A. Teachers will write the statements down, and principals will facilitate a discussion about what this means. Teachers will brainstorm ways to integrate these into lesson plans and review them with students while keeping the content engaging.
- B. Students write the statements down in their journals. Teachers will facilitate a classroom discussion about what this means. Teachers will review these with The students weekly, particularly as these will be integrated into lessons.
- C. The college-bound initiatives are implemented to support the culture that views all students as college material and normalizes the idea that all of our students will attend and succeed in post-secondary education.

**A2.** The Mission is reflective of a college-bound mentality which is integrated into the culture through college adoption by homerooms, visits from college representatives, field trips to colleges, college advising and assistance in scholarship applications, integration into lesson plans with evidence shown in walk-throughs and observations, bulletin boards that announce college events, presentations to parents regarding SAT/MME testing and college admittance timeline.

### **AREA OF INQUIRY B: Educational Program**

#### **BI. Mission Statement**

Our mission is to provide high-quality education to students of all backgrounds in a safe and supportive learning environment. We are committed to helping our students achieve

academic growth and proficiency at grade level and beyond, by preparing them for college and career goals.

### **OIA's Vision Statement**

Through a strong partnership with all stakeholders, students will be supported in the acquisition of English and core content subject matter. Data analysis and program evaluation will drive decision-making regarding research-based instructional strategies used in the classroom.

### **OIA's Statement of Values**

1. An innovative educational opportunity should be provided for every Kindergarten through Twelfth-grade student.
2. Our unique student population requires various educational strategies and curriculum to achieve grade-level expectations.
3. All students deserve the opportunity to be academically successful and productive members of society.
4. Students need opportunities and practice in recognizing examples of quality, ethics, and teamwork in life.
5. Students require guidance in recognizing that academic preparation and planning, along with personal interest skills, relate to college/ career choice and understanding of the student's responsibilities to achieve personal success.

### **B2. Research supporting our mission and values:**

In one study centered on the SIOP model's application to middle and high school, the results indicated that using SIOP in professional development for teachers could improve the quality of instruction in writing, oral language, and total English scores for English language learners. This resulted in increased English language achievement for those students. "Developing Academic Language in English Language Learners through Sheltered Instruction," Short, Deborah J; Fidelman, Carolyn G.; Louguit, Mohammed. TESOL Quarterly: A Journal for Teachers of English to Speakers of Other Language and of Students of English as a Second Dialect, v46 n2, p 334-361, June 2012.

Elementary teachers utilize guided reading groups to teach reading and language arts. This form of differentiated instruction is used because of its research-proven results. One study, "The Positive Effects of Literacy Collaborative on Teaching and Student Learning: A Federally-Funded Value-Added Study," cites many positive results of guided reading instruction (Bryk, 2008). Dr. Bryk's primary findings of the four-year study was that in the first year alone, students in Kindergarten through second grade had an increase of 16% in their learning. This rate increased to 32% by the third year of the program's implementation. This was a large study, based on 8,500 children and is "currently the largest data set about coaching and student learning in the education field, and the only

one to include data on student achievement, teacher expertise, and frequency and quality of coaching," (Bryk, 2008).

Differentiated instruction allows our teachers time to focus on student-specific needs, such as vocabulary instruction. This is important as research shows that students with a limited vocabulary, such as English Language Learners, have difficulty comprehending what they learn and miss out on the opportunity that reading offers to increase one's vocabulary (Blachowicz, Fisher, Ogle, & Watts-Taffe, 2006).

**B3.** OIA staff members utilize many tools to deliver curriculum in a manner consistent with the stated mission and beliefs. Students have many opportunities to utilize technology in their classrooms as assignments and instruction contain use of websites, iPad applications, computer applications, and computer-based instruction. Our English Language Learners receive specific accommodations in all classrooms through the employment of Sheltered Instruction Observation Protocol (SIOP), which requires lessons to be designed in a manner most appropriate for those learning English. This differentiation in instruction includes steps for special education instruction and ways to accommodate all students, and to challenge them at their level. Grant funds are drawn for field trips that immerse students in American culture and real-life situations not experienced within a school environment. Community service opportunities allow students to interact with each other and the community to work in teams to plan quality improvements to the school or neighborhood.

With the use of Xello, all 7th-grade students complete self-exploration inventories and plan their EDPs with a certified Guidance Counselor. In addition, through field trips to colleges, a focus on all students being college-bound, meeting with recruiters either on-site or in the school, and guidance counselor assistance with college and scholarship applications, OIA works to partner with students in setting and achieving their higher education goals.

**B4.** OIA engages students in learning through frequent, planned field trips, hands-on science experiments and activities, family curriculum nights and activities, rotation schedules at the middle and high schools, and course electives. In the classroom, various educational strategies such as Sheltered Instruction Observation Protocol (SIOP), guided reading, chunking information, small group instruction, and cooperative learning assist students in achieving grade-level expectations. Additionally, teachers utilize individualized plans for each student, data analysis from assessments, goal setting and recording with students, collaboration with specialists and particularly ESL teachers, intentional vocabulary instruction, writing across the curriculum, publishing and presentation of written work, community service opportunities, external competitions that focus on academic and non-academic activities, family-based activities, and student-led conferences to give every Kindergarten through Twelfth Grade student an opportunity to engage in innovative education.

**B5.** To provide the opportunity for all students to achieve the education guaranteed by the state, students receive classroom accommodations, English Language Instruction, Special Education services, small group instruction with specialists, and modified curriculum and assessments.

**B6.** The OIA Educational Program provides for meeting the needs of all students. OIA offers online as well as at-school instruction for students. Meeting student needs is accomplished through special education teachers, reading and math coaches, paraprofessional staff, advanced pacing within the classroom, small group instruction in the classroom, Educational Development Plans and Individual Development Plans for each student, grade promotion where appropriate, ESL teacher and classroom accommodations for English Language Learners.

Oakland International Academy offers a unique pathway for students that fuses homeschooling with the best parts of traditional education. Our hybrid offering combines online learning with in-person optional learning experiences that are teacher-mentored and parent-facilitated. The OIA Virtual Partnership provides a variety of learning opportunities for students in grades K-12. This school program is open to all students in the State of Michigan looking for flexibility with their learning plans including electives and/or core classes.

The OIA Virtual Partnership strives to offer meaningful and personalized learning opportunities for students to grow and thrive as they discover their own unique talents. Our courses offer students the chance to strengthen their skills and abilities as they move along their educational pathways. Students may choose from a variety of courses including:

- 100% Online
- Blended learning

Important criteria and characteristics of the OIA Virtual Partnership are:

- Students are enrolled in 4 core and 2 electives
- Thirty-six weeks of instructional content and lessons provided
- Combination of online instruction and optional onsite learning experiences
- Students are provided with an OVA mentor and certified teacher(s)
- Students must communicate with mentor weekly
- Standardized testing required (NWEA, M-STEP, PSAT, SAT)
- Combination of online instruction and optional onsite learning experiences

**B7.** Formative assessments are defined as “students and teachers continuously gathering evidence of learning to adapt what happens in the classroom”. We believe that all members of the learning team—teachers, students, and peers play an integral role in supporting this culture of learning. We encourage teachers to plan their instruction with the following key questions: Where is the learner going? Where is the learner now? How will the learner get to where he or she needs to be? How will my academic tasks help the learner meet his or her goals? OIA’s system of formative assessments allows teachers to be intentional and reflective to get better at using evidence to adjust their learning and teaching immediately. OIA uses the following key practices from the work of John Hattie (2009) and Dylan Williams (2009):

**Practice #1—Clarifying Learning**—What do we want students to learn and be able to do? Teachers write and explain content and language objectives to set targets for each lesson.

**Structured Activities:** Lesson Planning; Content and Language Objectives; Graphic Organizers; Marzano Best Practices PD; Student Engagement; Technology-driven; Assessment;

**Practice # 2—Eliciting Evidence**—How do we know where students are in their learning? Teachers design and use effective lines of inquiry with questions and discussions to gauge students' understanding of the material. There are two primary purposes of questioning—promoting student thinking, eliciting evidence of student learning, and clarifying misunderstandings.

**Structured Activities: High-Level and Open-ended Questioning;** Technology-based Assessment; Polling, 4 Corners, Parking Lot, Kahoot, Hands UP, Equity Sticks—individual student names for random questioning so that all students get a fair chance to engage.

**Practice # 3—Providing Feedback**—How do students know what to work on next? Teachers emphasize immediate verbal and/or feedback to improve student performance. We encourage teachers to use feedback on academic tasks as a way to help students reflect and then to help students integrate that feedback into their tasks.

Structured Activities: **Verbal and Written Feedback;** Comment-only marking, miscue analysis, anecdotal notes, surveys, rubrics, checklists, observation notes, and conversations with students in conferences.

**Practice # 4—Activating Learners**--How can we encourage students to own their learning and become resources for their peers? We encourage students to set goals, self-assess, and monitor their progress. To foster a “growth-mindset”, teachers facilitate conversations that help them identify which strategies work best for them. Students engage in reciprocal teaching to help each other; for example, a student with a higher level of English proficiency works with a newcomer to help translate content and/or provide directions in the target language and native language.

**Structured Activities:** self-assessment checklists and surveys, Cooperative Learning Activities—think pair share, placemat, gallery walk, randomize and rotate activities

**B8.** An annual reflection on Program Evaluation is conducted using the MICIP tool for “Program Evaluation”. This formal platform is a dynamic tool that helps us evaluate our progress on the Program using a self-study/self-assess framework to analyze and monitor its progress to determine its effectiveness.

OIA considers the implementation, support, and delivery of its educational program by reviewing the goal set for each element and whether that goal was met, the cost of each element, the amount of training necessary for instructional staff and the amount received, the research supporting those elements, the actual implementation and follow through of those elements observed during walk-throughs and observations, the mentoring and

follow-up professional development as problems were encountered, and analysis of the data that either supports students' success or not.

Additionally, the cost of each element is considered in light of the other factors mentioned. This program evaluation is conducted annually as planning for the new school year begins to determine which program elements are practical, which need more support, and which should be reconsidered. The ability of these elements to work together to move our students forward academically at an acceptable rate is a final consideration. This process guides us in our effort to conduct a comprehensive needs assessment annually, which dictates our goals and plans.

### **AREA OF INQUIRY C: Written Curriculum**

**C1.** OIA's written curriculum is updated in the online Curriculum Mapping Program called Rubicon Atlas. This is a private and proprietary curriculum designed for the population of the students that we serve. Our Curriculum is aligned with the Michigan Academic Standards and the WIDA language proficiency standards.

**C2.** OIA's written curriculum follows Michigan Academic Standards and WIDA Standards in Rubicon ATLAS (RA). RA offers our teachers and administrators an online tool for scope and sequence. Each course outlines the major units of study, essential questions, Michigan Academic Standards, main objectives, lesson sequence and resources along with common formative and summative assessments.

**C3.** Instructional strategies appropriate to our unique population are outlined in OIA's written curriculum.

**C4.** Instructional tools and resources: All of our instructional resources are listed in the Unit Calendars which are found in the Rubicon ATLAS website. SVSU has access to this site.

### **Mathematics:**

- Primary Resources:
- McGraw Hill's My Math Program for K-5
- Reveal Math
- Glencoe Algebra I, II, and Geometry

#### Supplementary Resources-

Technology, textbook series, manipulatives, hands-on materials, Discovery Ed, Study Island, BrainPOP!, and student whiteboards; K-5 teachers utilize Evan Moore resources for skill-building. Khan Academy, Imagine Learning and IXL resources, along with the NWEA MAP Suite

(MAP Growth, MAP Accelerator, and MAP Fluency are used for targeted group support.

### **English/Language Arts:**

- Primary Resources:
- Wonders Reading (K-5)
- Study Sync (6-8)
- Perfection Learning (Cloze Reading and Writer's Companion)
- Being a Writer (Collaborative Classroom)
- Vocabulary and Grammar Workshop
- Saxon Phonics (K-2)

Supplementary Resources: MCP Phonics, Zoo Phonics, Focus on Comprehension, Leveled Reading Books for Guided Readings

Common Resources: Technology (laptops and iPads), manipulatives and hands-on materials, Discovery Ed, Study Island, BrainPOP! ); RAZ-Kids, Learning A-Z, Rosetta Stone, Grammar Skills, Daily Language Instruction Program student whiteboard

### **Science:**

Primary Resources: Amplify Science (All K-8)

Secondary Resources: Open SciEd

Technology (laptops and iPads), textbook series, manipulatives and hands-on materials, Discovery Ed, Study Island, BrainPOP! Or and ESL), student whiteboards

### **Social Studies:**

Primary Resources: McGraw Hill's Impact on Social Studies

Supplementary Resources:

Technology (laptops and iPads), textbook series, manipulatives, and hands-on materials, Discovery Ed, Study Island, BrainPOP! Or and ESL), student whiteboards

### **World Languages:**

Arabic Primary Resources: Alif, Ba T

Supplementary Resources:

Technology (laptops and iPads), manipulatives and hands-on materials, journals, Discovery Ed, BrainPOP!, and student whiteboards

**Technology:**

Common Resources

Technology (laptops and iPads), software and applications, online applications, hands-on materials, Discovery Ed

Subject Specific Resources: Google Suite, Microsoft Office Suite, Apple iPad applications, online applications and web sites, and assessments; SMART EXCHANGE

**AREA OF INQUIRY D: Review of Written Curriculum**

**DI.** OIA's Written Curriculum is updated annually based on the recommendations from the Curriculum Committee and School Improvement Team, along with reflections from each of the teachers. This is an iterative process which is both formal and informal in nature. Each week teachers submit lesson plans and reflect on their instructional efficacy along with feedback on instructional resources. Feedback is collected by the principals in written form and during reflection dialogs.

Teachers also meet in PLCs to discuss pacing and conduct routine audits to track the goals of curriculum completion. In addition, RA provides administrators with audits via reports that describe how many standards a teacher has covered and how close she is to completing the curriculum maps along with assessment targets. All feedback is formalized, and recommendations are provided in a summary report to the Curriculum Committee. The Curriculum Committee incorporates a three-step integrative process that begins with Evaluation, which leads to Revision and then finally into Implementation. In the evaluation phase, members review the scope and sequence and check for alignment with state standards. Keen attention is given to suggestions, adoptions, and pacing of units, along with enhancements to supplementary resources.

After reviewing the recommendations from PLC teams, Principals, and SIT members, they identified recommendations based on the findings. These changes are presented to the Board at an annual meeting, and new changes are submitted for approval. Once the changes are approved, these are reflected in the updated unit plans and unit calendars for the following year. All new updates are written by the Curriculum Team Writers and their work is monitored by the Superintendent and Academic Coach.

**D2.** To ensure adequate delivery of the written curriculum, evidence of lesson plan review, classroom walkthroughs, informal and formal observations, growth plans for staff and students, and documented feedback, will be maintained and reviewed to gauge student achievement.

### **AREA OF INQUIRY E: Instruction**

**E1.** Activities for Area of Inquiry D will ensure that instruction is consistent with the Educational Program.

**E2.** All teachers share the purpose and objective of the lesson with students by following SLOP protocols.

**E3.** As outlined in Area of Inquiry B, research-based instructional strategies and methodologies consistent with the educational program are utilized.

**E4 & E5.** Utilizing SLOP and Marzano's Observation Protocol, instruction remains engaging and emphasizes high-level thinking skills so that the rigor provided to students prepares them for meeting standards.

**E6.** SLOP and Marzano Protocols create an environment where instruction is adapted and modified to meet the needs of all learners, as outlined in Area of Inquiry B.

**E7.** Assessment data from state standardized tests, along with district assessments, are utilized by administration and instructional staff to guide classroom instruction.

**E8.** Instruction is aligned with the written curriculum as outlined in Area of Inquiry C.

### **AREA OF INQUIRY F: Review of Instructional Planning**

**F1.** Teacher reflection will be evidenced by reflection journals, lesson plan notes, and observation notes.

**F2.** Administration and instructional staff will utilize Marzano's walkthrough and observation protocols to ensure effective instructional planning. Using iObservation platform, administrators collect data with learning walks, informal and formal classroom visits. RA also provides administrators with audits and reports that help them monitor progress within the unit plans and completion of the curriculum.

### **AREA OF INQUIRY G: Assessment**

**G1. & G2.** Teachers will work in groups to design common assessments that are consistent with the educational program and are aligned with the written curriculum and their classroom instruction.

**G3. & G4.** Assessment results are used to inform curriculum and instruction and to improve student learning by identifying student needs and designing interventions to improve individual student performance.

**G5.** Student achievement is shared throughout the OIA stakeholder community. Every October and May, an Education Board Meeting is held to share and discuss student assessment results for state and local testing. Staff meetings are held upon the release of student assessment data to analyze results and redirect instructional plans. Students set goals for and track scores on local assessments, while the results for state and local assessments are shared with parents at specific parent meetings and at Parent-Teacher Conferences.

## **STANDARD II: Leadership Support of the Education Program**

### **AREA OF INQUIRY A: Leadership**

**A1.** Leadership oversees the implementation of the Educational Program by recruiting, interviewing, recommending for placement, monitoring, training and follow up with teaching and support staff. Leadership also administers resources according to student enrollment and budget in terms of classroom and school resource management.

**A2.** Leadership monitors student performance and progress by reviewing weekly lesson plans submitted in order to track curriculum topics covered according to the pacing guides. Students are also monitored through state and local testing. Classroom achievement is also monitored by a review of student progress reports and report card reviews. In addition, RA provides administrators with an audit and monitoring reports on the progress that teachers are making towards curriculum goals.

**A3.** Achievement data reviewed and used at Oakland International Academy consists of MSTEP, SAT, PSAT, NWEA Suite, and WIDA. This data is used to drive instruction to assist students in closing the achievement gap. Teachers identify target group intervention plans based on the review of these data points. Students are provided with diagnostic and prescriptive lessons to help cover any skill gaps. Teachers monitor the progress of their students in data meetings with school leaders and during PLCs.

**A4.** Administration will monitor the school improvement plan through a quarterly review. The information gained will allow for redirection where needed.

### **AREA OF INQUIRY B: School Improvement**

**B1.** The MICIP process is integral to our school success and is evident as a “living document”. MICIP planning starts with our School Improvement Team which includes administrators, three teachers and the Superintendent. We also invite parents and students but struggle to gain commitment from the parents. During the upcoming year, we intend to secure at least two parents and a board member to join our quarterly meetings at the least. The primary team meets monthly and monitors student data and other qualitative indicators regarding the MICIP articulation.

We identify goals and research plans for any action items. The Leadership Team is in charge of the platform and also for writing the action plans. However, teachers contribute through weekly reflections, PLCs and surveys.

Parent feedback is included from the Parent Involvement Committee members who meet regularly with the school Principals. All 2023–2024 school-year stakeholder surveys will be completed on the MICIP platform. An informal feedback survey will also be given to the teachers annually to collect information regarding the efficacy of the SIP goals and activities. This information will be used to evaluate our SIP plans along with the Program Evaluation tools from MICIP.

**B2. & B3.** School Improvement Plan goals are created from current student academic data to meet state achievement mandates. This plan is shared with the teachers at the beginning of each year and used as a guide to make all School Improvement decisions annually. The SIP document will dictate all PD and PLC activities along with funding allocations for SIP goals.

### **AREA OF INQUIRY C: Professional Development**

#### **C1. & C2.**

The purpose of Professional Development is to increase student achievement, enhance classroom instructional practices that promote rigor and relevance throughout the curriculum, and build teacher efficacy and capacity within the district. OIA District-provided Professional Development is guided by Michigan’s Professional Learning Standards. OIA has a two-fold mission with PD planning. First and foremost, district-wide learning targets drive the main PD schedule. Secondly, a reflective approach is utilized to design individualized learning maps for teachers who need personalized learning goals. The district-wide learning targets that drive the PD activities are guided by the needs that were identified using data analysis from state and local assessments along with qualitative survey results from teachers.

This is articulated in MCIP. The district-wide PD activities are selected by the school administration based on research and best practices. Once the PD activities are identified, district leaders seek out funding resources and secure consultants. On many occasions, turn-key options are more viable and help sustain our training plans. Due to new teachers joining the team each year, we have dedicated nine days of PD time in August for district-wide initiatives such as SIOP, Data Analysis, Formative Assessments, NWEA Suite, 6 + 1 Writing, Marzano—best practices, English Language Development Standards-WIDA CAN-DO, Teacher Clarity, Differentiation, PBIS and Lesson Design for ELL students. School-wide plans for PD are embedded in weekly PLC work, which includes sustained PD activities and examining students’ work along with data-based discussions.

In addition, each teacher reflects on her teaching practices and completes a growth plan annually in Iobserve. This allows for a personalized PD planning opportunity for all teachers. Administrators approve and monitor the plans and give feedback on how well the teacher is progressing towards the goals. This framework allows for teachers to engage in self-reflection and self-development throughout the year. School administrators evaluate both personalized and district-wide PD’s in Leadership Circles. This year, we have plans to incorporate a formal survey to

evaluate the efficacy of the PD activities and hope to collect more information that could guide us in enhancing our PD Program at OIA.

**Here is the summary of the PD activities that align with our School Improvement Plan:**

**SIOP—Sheltered-Instruction Observation Protocol**

Dr. Cowger and Dr. Girdwood provided this PD to all instructional staff members to plan and deliver lesson plans to ELL students to help them acquire academic language and build language proficiency. This workshop aimed to equip teachers with strategies to help support all the ELL students across the subject areas. Dr. Ali and Mr. Koch have completed the TOT training with MDE and now lead the turn-key sessions for all new teachers.

**Center for Applied Linguistics:**

**Train the Trainer on Direct Reading Strategies for ELL students.**

This session provided our ESL Coach with practical strategies to incorporate in the reading program. This was a three-day training in Washington D.C. which is designed specifically for teachers and professional developers who work with ELL students.

**My Math Training**

McGraw Hill representatives provided our teachers with annual training sessions on their My Math Program, which incorporated online digital resources and math manipulatives to support the Math Program.

**Master Teacher Professional Development**

We registered all of our instructional team members to complete our Master Teacher ESL certification course during the school year.

**4 days of IObserve—Teacher Evaluation**

This PD was provided by Marzano Learning Sciences. This was part of a Phase II training session where teachers engaged in 4 days of comprehensive understanding of the Marzano teacher evaluation system. Dr. Schmidt focused on learning maps to help teachers design standards-based learning objectives. The primary goal of this workshop was to help teachers use the IObserve tool as a means to improve their teaching craft with the use of reflective and deliberate teaching practices. Ms. Ali is the designated chair for leading Marzano training in the buildings. We also utilize the online platform, IObserve Academy to provide teachers with digital resources for a more formalized training plan.

## **Restorative Practices**

Restorative Practices PD was led by Dr. Speck. Restorative Practices are essentially centered on creating a positive impact for all learners academically, socially, and behaviorally in a school setting. For instance, students can be asked to reflect on their behavior and might be asked to articulate the reasons for making a poor choice. Creating this behavior intervention allows students to handle coping rather than immediately punishing the behavior. Restorative practices are now encouraged more because strict punishment only acts as a quick way to solve the problem. While it might quell the problem at that moment, there is no lasting technique or strategy to change the behavior long-term.

## **WIDA Alignment**

This PD was provided by Azra Ali, in quarterly ELL team-meetings to help deconstruct the WIDA standards. ELL teachers learned to unpack the WIDA standards and use the standards to create effective lesson plans. We also send two of our ELL teachers to WIDA Conferences. These teachers come back and do turn-key training for staff members.

## **Daily 5**

This PD was provided by Azra Ali to all 6-8 ELA teachers to help teachers incorporate a center-based learning environment to support the Guided Reading Model.

## **Guided Reading**

This PD was provided by Azra Ali to all 6-8 ELA teachers to help teachers incorporate Guided Reading strategies as part of the reading improvement plan. Teachers learned about small group differentiation based on reading assessments.

## **Guided Math**

This PD was provided by Azra Ali to all 6-8 math teachers to help teachers incorporate Guided Math strategies as part of the math improvement plan. Teachers learned about small group focus on math skill-building with the use of technology supplements and

## **Guided Writing**

The Instructional Coach attended a two-day, Train-the-Trainer Workshop by the Bureau of Education Resources. This workshop provided hands-on experience on delivering writing workshops to other teachers. This PD was utilized in Curriculum Development initiatives and later in other turn-key opportunities. In addition, we contract with the Center for Collaborative Classroom.

### **Data Analysis Workshops (Quarterly)**

Dr. Cowger facilitated these PD sessions. Data analysis PDs center around reviewing MSTEP, PSAT/SAT, and WIDA (fall) and three other sessions following NWEA the fall, winter, and spring NWEA test windows. Teachers initially develop "color groups" for small group work, and interventionists, tracking student targets and helping students set goals.

### **Formative Assessment**

Formative assessment PDs consist of different approaches to continuously evaluate your teaching. The insight gained from this assessment can support revising your teaching strategies, leading to better outcomes in student learning and experiences. Formative assessment can be contrasted with summative assessment, which is usually part of an evaluative decision-making process.

### **Textbook Review (Annually)**

In this workshop, all K-12 math teachers explored a variety of textbook programs to provide feedback on their recommendations for Textbook adoption.

### **Marzano Annual Conference**

Instructional Coach and School Leader attended the Marzano Conference on Building Expertise. This two-day conference focused on teacher evaluation, formative assessments and building instructional capacity. Turn-key training was provided to all the teachers after the June training about the workshops attended.

### **NWEA Suite Applications**

With the addition of NWEA Math and Reading, Mr. Cowger has facilitated PD on the recently purchased NWEA Fluency and MAP Accelerator. NWEA Fluency is a diagnostic that assesses students in grade K-5 in oral literacy and allows for progress monitoring assessment every two weeks. MAP Accelerator works off of NWEA Math and provides each student in grades 3-8 with differentiated and personalized Math practice using Khan Academy.

**Fall 2023**

<b>Date</b>	<b>Title/Activity</b>	<b>MOECS/SCECHs</b> <b>Category</b>	<b>CM or ID</b> <b>(Choose only One)</b>	<b>Hours</b> <b>(tenths, not fractions)</b>
9/8/23	Mandated Reporting plus Response to Intervention	Oakland International Academy Fall 2023 PD/PLC Plan	CM	2
9/15/23	SIOP Lesson Design with Academic Objectives	Oakland International Academy Fall 2023 PD/PLC Plan	ID	1.5
9/22/23	KHAN Academy Training	Oakland International Academy Fall 2023 PD/PLC Plan	ID	1.5
9/29/23	Foster Care and Homeless training through Wayne RESA	Oakland International Academy Fall 2023 PD/PLC Plan	ID	2
10/6/23  10/13/23	NWEA Data Analysis  Education Program Review (EPR)	Oakland International Academy Fall 2023 PD/PLC Plan  Oakland International Academy Fall 2023 PD/PLC Plan	CM  ID	1.5  1.5
10/20/23	Restorative Practices	Oakland International Academy Fall 2023 PD/PLC Plan	ID	1.5
10/27/23	Formative Assessments	Oakland International Academy Fall 2023 PD/PLC Plan	ID	1.5
11/07/23	Visible Learning	Oakland International Academy Fall 2023 PD/PLC Plan	ID	6

**PROFESSIONAL DEVELOPMENT ACTIVITIES/EXPERIENCES**

<b>Date</b>	<b>Title/Activity</b>	<b>MOECS/SCECHs</b> <b>Category</b>	<b>CM or ID</b> <b>(Choose only One)</b>	<b>Hours</b> <b>(tenths, not fractions)</b>
11/10/23	RTI Team Training to Create Action Plans for At-Risk Students	Oakland International Academy Fall 2023 PD/PLC Plan	ID	1.5
11/17/23	Writing Samples Analysis	Oakland International Academy Fall 2023 PD/PLC Plan	ID	1.5
12/01/23  12/08/23	SIOP Advanced Training  Using Games to Increase Student Engagement	Oakland International Academy Fall 2023 PD/PLC Plan  Oakland International Academy Fall 2023 PD/PLC Plan	ID  ID	1.5  1.5
12/15/23  1/12/24  1/15/24	Using Evaluative Thinking to Promote Teacher Clarity  WIDA Training  Cultural Competency and Humility Training	Oakland International Academy Fall 2023 PD/PLC Plan  Oakland International Academy Fall 2023 PD/PLC Plan  Oakland International Academy Fall 2023 PD/PLC Plan	CM  ID  ID	1.5  1.5  6

<b>Date</b>	<b>Title/Activity</b>	<b>MOECS/SCECHs Category</b>	<b>CM or ID (Choose only One)</b>	<b>Hours (tenths, not fractions)</b>
3/21/23	Effective Restorative Practices #3	Oakland International Academy Winter/Spring 2023 PD/PLC Plan	ID	1
4/4/23	How to Have a Growth Mindset #3	Oakland International Academy Winter/Spring 2023 PD/PLC Plan	ID	1
4/11/23	Effective SIOP Training #3	Oakland International Academy Winter/Spring 2023 PD/PLC Plan	ID	1
4/14/23		Oakland International Academy Winter/Spring 2023 PD/PLC Plan		6
4/18/23	Marzano Best Practices #3	Oakland International Academy Winter/Spring 2023 PD/PLC Plan	ID	1
4/25/23	Effective Restorative Practices #4	Oakland International Academy Winter/Spring 2023 PD/PLC Plan	CM	1
5/2/23	How to Have a Growth Mindset #4	Oakland International Academy Winter/Spring 2023 PD/PLC Plan	ID	1
5/9/23	Effective SIOP Strategies #4	Oakland International Academy Winter/Spring 2023 PD/PLC Plan	ID	1
5/16/23	Marzano Best Practices #4	Oakland International Academy Winter/Spring 2023 PD/PLC Plan	ID	1
5/23/23	Effective Restorative Practices #5	Oakland International Academy Winter/Spring 2023 PD/PLC Plan	CM	1

# MICIP Portfolio Report

## Oakland International Academy

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### Goals Included

#### Active

- Improve ELA and Math Growth on M-STEP and NWEA
  - Improve SEL Proficiency
- 

### Buildings Included

#### Open-Active

- Oakland International Academy K-1
- 

### Plan Components Included

#### Goal Summary

#### Data

Data Set

Data Story

#### Analysis

Root Cause

Challenge Statement

#### Strategy

Summary

Implementation Plan

Buildings

Funding

Communication

Activities

Activity Text

Activity Buildings

#### Monitoring & Adjusting

Activity Status

Monitoring Notes by Strategy

Note Text

Evidence

Impact Notes

Interim Target Measures

Adjustment Notes

#### Evaluation Status

End Target Measures

Impact Questions & Responses

Responses

Evidence



# MICIP Portfolio Report

## Oakland International Academy

### Improve ELA and Math Growth on M-STEP and NWEA

Status: ACTIVE

Statement: At least 75% of the students will make their annual growth targets in reading and math based on the NWEA and M-STEP.

Created Date: 06/30/2022

Target Completion Date: 06/28/2024

Data Set Name: 36% of K-10 students who met their target in 2019 did not in 2020

Name	Data Source
NWEA 2020	NWEA
NWEA 2021	NWEA

Data Story Name: 36% of K-10 students who met their target in 2019 did not in 2020

*Initial Data Analysis:* Only 25% of our student body attended school in-person. The middle school and High School (5-12) in-person students experienced hybrid instruction two days per week, while the K-4 in-person students attended every day. Many students who met their growth target in 2019 did not in 2020.

In the student survey conducted in June 2021, 84% indicated that they prefer at-school instruction and 62% are worried that they will fall behind due to the remote instruction and COVID-19 Pandemic.

*Initial Initiative Inventory and Analysis:* We offered learning pods during the 2020-2021 school year for ESL and special education students to address the ever increasing gap between the special populations and their general education peers and we provided after school tutoring for general education students. We also provided students with online programs (Rosetta Stone, Khan Academy, Imagine Learning, RAZ Kids, Spelling City, EPIC Reading, etc). for them to use outside of school hours so that they could advance at their own pace. Copious professional development occurred on each of these programs and platforms including Zoom Academy, Google Classroom, Padlet, Pear Deck and ClassKick. Our Reading Specialists, Math Coaches, Reading Coaches and ESL teachers are key personnel to address learning loss, however, all teachers are charged with catching students up with lost learning due to remote instruction and COVID-19. Our goals for the 2022-2023 school year are to have 95% of students back to learning in-person. Our teachers met in PLCs to identify what standards were covered this year and which were not due to the COVID-19 Pandemic. Then in subsequent PLCs, grade level teachers met with the next level teachers to inform them of which standards were covered this year and which were not. Data analysis and performance data is analyzed regularly in teacher PLCs and by administration. In addition to PLCs, administrators conduct Data Meetings with teachers to review progress.

*Gap Analysis:* Ideally during the school year, we want to see at least 85% of the students

meeting their growth targets but we had 80% on average meeting their targets this year. Anecdotal data showed that students who worked via remote platforms did not participate as effectively in classroom activities as the in-person students did therefore we deduced that they have larger skill gaps than those who attended in person. At OIA High School, we have data that shows that 25% of students have failed at least one class and would need credit recovery.

*District Data Story Summary:* As we come to the end of the COVID-19 Pandemic, we found that teacher competency in online and use of multimedia platforms has increased significantly, however, some teachers still struggle with the effective use of technology to increase student engagement. Students have also become more comfortable with online learning and as independent learners, however, students are showing signs of learning loss as indicated by teacher comments during PLCs and local assessments.

The Superintendent meets with building administrators to make sure that they have the skills and competencies to address the challenges and lead with direction. Categorical monies are used to fund Reading Specialists, Math Coaches, ESL Coaches, Reading Coaches and ESL teachers to support students in push-in, pull-out and small group work. Instructional materials and supports, both online and material, are selected to address specific areas of growth and need. Teachers use data from NWEA, Fountas and Pinnell, MSTEP and the PSAT 8 to identify individual strengths and weaknesses for each student. Each student has a growth plan and growth target based on NWEA scores. Bilingual paraprofessionals work with small groups of students and push-in and pull-out of classrooms. The special education teacher, social worker and Speech Pathologist work with students based on IEPs as well as teacher and administrator referrals.

While not all challenges are met at the same level of success, no challenge is ignored. Our largest challenge remains to be our ESL population, which makes up over 70% of our student population. During the COVID-19 Pandemic, remote instruction overtook the ESL challenge, as many students disengaged from learning either due to truancy, apathy or both. There are multiple strategies and activities to address each challenge, but nonredundant in duplicity. In addition to SIOP and learning pods, we have been pulling students out on a one-to-one basis to support with the skill gaps. This strategy is showing greater merit and results are promising. In as much as some of the strategies and activities are more successful than others, each service provides multiple opportunities and means to address the area of need. Funds are identified and prioritized to address the needs from greatest to least.

**Analysis:**

*Root Cause*



*Summary of Root Cause Analysis:*

Student attendance, participation rates and grades were monitored and documented through the period when the school offered remote instruction due to COVID-19. In addition, staff provided qualitative data and administration and support staff met with parents and students to collect information for needs analysis. What we discovered is that students were not engaging adequately in remote instruction due to lack of structure in many households. We have provided many workshops for parents on supporting students at home but there has been significant lack in follow through. Teachers have recognized challenges that students are facing from the results of at-home learning environments such as coming late to class, not turning on cameras and getting friends and other family members to complete their work. Additionally, the skills teachers have acquired over time with in-person instruction (proximity, movement, hands-on activities, etc.) were lost talents in remote instruction. For all these reasons, learning loss continues to be our greatest concern as we emerge from the pandemic. This is supported by our NWEA data, student grades and the student perception survey. We recognize the overwhelming need to address the learning loss during remote and hybrid instruction during the COVID-19 Pandemic.

*Supporting Documents*

*No Documents Included*

*Challenge Statement:* If we want to address the learning loss of each student, then we must assess the loss of each student and individualize and target needed growth.



**Strategies:**

**(1/3): Imagine Learning Literacy**

**Owner: Dr. Randy Speck**

**Start Date: 08/01/2022**

**Due Date: 06/28/2024**

**Summary:** Digital literacy programs for PreK to 8 are designed to help students read, write, speak, and understand the language of learning. Programming includes Prek-6 language and literacy, Prek-2 personalized Spanish-language literacy, and 3-8 discourse-centered literacy.

**Buildings**

- Oakland International Academy Elementary
- Oakland International Academy K-1
- Oakland International Academy Middle School

**Total Budget: \$32,000.00**

- Title I Part A (Federal Funds)

**Communication:**

**Method**

- School Board Meeting
- Presentations
- District Website Update
- Brochure
- Local Newspaper

**Audience**

- Community-at-Large
- Parents

**Strategy Implementation Plan Activities**

<b>Activity</b>	<b>Owner</b>	<b>Start Date</b>	<b>Due Date</b>	<b>Status</b>
Implement Imagine Learning with Professional Development	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET
<i>Activity Buildings: All Buildings in Implementation Plan</i>				



(2/3): MTSS - Literacy (Reading)

Owner: Dr. Randy Speck

Start Date: 08/01/2022

Due Date: 06/28/2024

**Summary:** The reading components of a Multi-Tiered System of Supports include systems to address the continuum of reading needs across the student body, evidence-based practices focused on the Big Ideas of Reading designed to improve reading outcomes for all students, and data use and analysis. These components are further defined in the Reading Tiered Fidelity Inventory, Elementary-Level Edition, and Secondary Level Edition and aligned to MDE's five essential components of MTSS.

**Buildings:** All Active Buildings

**Total Budget:** \$1,260,000.00

- Other Federal Funds (Federal Funds)
- Sec. 41 Bilingual Education Grant (Federal Funds)
- Title I Part A (Federal Funds)
- Title I Part C, Migration Education (Federal Funds)
- Title II Part A (Federal Funds)
- Title III Part A, English Learners (Federal Funds)
- Title III Part A, Immigrant Students (Federal Funds)
- Title IV Part A, Student Support & Academic Enrichment (Federal Funds)
- At Risk (31-A) (State Funds)

**Communication:**

- | Method                    | Audience    |
|---------------------------|-------------|
| • School Board Meeting    | • Educators |
| • District Website Update | • Parents   |
| • Brochure                |             |

**Strategy Implementation Plan Activities**

Activity	Owner	Start Date	Due Date	Status
Hire Instructional Coach	Dr. Randy Speck	08/01/2022	06/28/2024	COMPLETE
<i>Activity Buildings: All Buildings in Implementation Plan</i>				
Hire Data and Assessment Coordinator	Dr. Randy Speck	08/01/2022	06/28/2024	COMPLETE
<i>Activity Buildings: All Buildings in Implementation Plan</i>				
Hire Six ESL Coaches	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET
<i>Activity Buildings: All Buildings in Implementation Plan</i>				
Two K-1 Para Professionals	MiCIP ADMIN Oakland	08/01/2022	06/28/2024	ONTARGET
<i>Activity Buildings:</i>				



Activity	Owner	Start Date	Due Date	Status
• Oakland International Academy K-1				



(3/3): MTSS Framework (General)

Owner: Conrad Koch

Start Date: 06/30/2022

Due Date: 06/30/2023

Summary: "A Multi-Tiered System of Supports (MTSS) is a comprehensive framework comprised of a collection of research-based strategies designed to meet the individual needs and assets of the whole child at all achievement levels. MTSS intentionally interconnects the education, health, and human service systems in support of learners, schools, centers, and community outcomes. The five essential components of MTSS are inter-related and complementary. Implementation of the essential components as intended provides educational settings with a framework to organize the strategies and processes needed to support successful learner outcomes. The five essential components include the following: Team-Based Leadership; Tiered Delivery System; Selection and Implementation of Instruction, Interventions and Supports; Comprehensive Screening & Assessment System; Continuous Data-Based Decision Making

Buildings: All Active Buildings

Total Budget: \$156,000.00

- Other Federal Funds (Federal Funds)
- Sec. 41 Bilingual Education Grant (Federal Funds)
- Title I Part A (Federal Funds)
- Title III Part A, English Learners (Federal Funds)
- Title III Part A, Immigrant Students (Federal Funds)
- At Risk (31-A) (State Funds)

Communication:

Method

- School Board Meeting
- Presentations
- District Website Update
- Brochure
- Social Media

Audience

- Community-at-Large
- Educators

Strategy Implementation Plan Activities

Activity	Owner	Start Date	Due Date	Status
After School Learning	Dr. Randy Speck	08/01/2022	06/30/2023	COMPLETE
Activity Buildings: <ul style="list-style-type: none"> <li>• Oakland International Academy Elementary</li> <li>• Oakland International Academy K-1</li> <li>• Oakland International Academy Middle School</li> </ul>				
ESL Parent Classes	Dr. Randy Speck	08/01/2022	06/30/2023	COMPLETE
Activity Buildings: All Buildings in Implementation Plan				

Activity	Owner	Start Date	Due Date	Status
Parent Engagement	Dr. Randy Speck	08/01/2022	06/30/2023	COMPLETE
<i>Activity Buildings: All Buildings in Implementation Plan</i>				

*Monitoring and Adjusting:*

*Evaluate Goal: Interim Target Measures*

Measure	Owner	Due Date	Status
Decrease by 50% for NWEA 2021		06/27/2024	ONTARGET
Decrease by 50% for NWEA 2020		06/28/2024	ONTARGET

*Impact Notes*

Date	Note	Author
06/30/2022	Seventy-six percent of our students participated in in-person learning during the 2021-22 school year. Twenty-four percent were on a remote learning platform. Eighty percent of the student met their Fountas-Pinnell growth target and an average of seventy-five percent of students met their NWEA goal. As per the plan, by year one fifty percent of learning loss were recovered and we met this part of the plan.	Conrad Koch

*Adjust Notes:*

No Data Available

**Activity Status:**

*Imagine Learning Literacy Activities*

Activity	Owner	Start Date	Due Date	Status
Implement Imagine Learning with Professional Development	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET

*MTSS - Literacy (Reading) Activities*

Activity	Owner	Start Date	Due Date	Status
Hire Instructional Coach	Dr. Randy Speck	08/01/2022	06/28/2024	COMPLETE
Hire Data and Assessment Coordinator	Dr. Randy Speck	08/01/2022	06/28/2024	COMPLETE

Activity	Owner	Start Date	Due Date	Status
Hire Six ESL Coaches	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET
Two K-1 Para Professionals	MiCIP ADMIN Oakland	08/01/2022	06/28/2024	ONTARGET

*MTSS Framework (General) Activities*

Activity	Owner	Start Date	Due Date	Status
After School Learning	Dr. Randy Speck	08/01/2022	06/30/2023	COMPLETE
ESL Parent Classes	Dr. Randy Speck	08/01/2022	06/30/2023	COMPLETE
Parent Engagement	Dr. Randy Speck	08/01/2022	06/30/2023	COMPLETE

**Monitoring Notes**

Monitoring Notes: Imagine Learning Literacy

*Implementation with Fidelity - What progress are we making on implementing the selected strategy as intended? What is the evidence?:*

**No Data Available**

*Scale / Reach - What progress are we making on reaching the intended populations? What is the evidence?:*

**No Data Available**

*Capacity - What progress are we making on supporting implementation of the goal with sufficient resources? What is the evidence?:*

**No Data Available**

Monitoring Notes: MTSS - Literacy (Reading)

*Implementation with Fidelity - What progress are we making on implementing the selected strategy as intended? What is the evidence?:*

**No Data Available**

*Scale / Reach - What progress are we making on reaching the intended populations? What is the evidence?:*

**No Data Available**

*Capacity - What progress are we making on supporting implementation of the goal with sufficient resources? What is the evidence?:*

**No Data Available**

Monitoring Notes: MTSS Framework (General)

*Implementation with Fidelity - What progress are we making on implementing the selected strategy as intended? What is the evidence?:*

**No Data Available**

*Scale / Reach - What progress are we making on reaching the intended populations? What is the evidence?:*

**No Data Available**

*Capacity - What progress are we making on supporting implementation of the goal with sufficient resources? What is the evidence?:*

**No Data Available**

**Evaluation Status:**

*Evaluate Goal: End Target Measures*

Measure	Due Date	Status
Decrease by 75% for NWEA 2021	06/28/2024	ONTARGET
Decrease by 75% for NWEA 2021	06/28/2024	ONTARGET

*Evaluate Goal: Impact Questions and Responses*

***Fidelity - How well did we engage in our plan as intended?***

No Data Available

***Scale/Reach - How well did we reach the intended target population?***

No Data Available

***Capacity - How well did we support progress towards our goal?***

No Data Available

***Impact - How did student outcomes improve?***

No Data Available

## Improve SEL Proficiency

Status: ACTIVE

Statement: Stakeholder surveys will show positive perception approval ratings of at least 80% in the three areas (Leadership, Academic, Culture) of the MRA survey by June, 2024.

Created Date: 06/14/2023

Target Completion Date: 06/29/2024

Data Set Name: SEL & Behaviors Copy

Name	Data Source
School Climate Survey	District Determined
OIA MS MRA Data	District Determined
OIA HS MRA Data	District Determined

Data Story Name: SEL & Behaviors Copy

*Initial Data Analysis:* This report contains information gathered through the Measurable Results Assessment (MRA; See Figure 1), a validated survey used annually to collect, analyze, and report on student, staff, family, and school-level outcomes. The MRA is an important tool for starting larger conversations about the school's growth in leadership, culture, and academics. For this reason, the scores within this report serve as a way to celebrate progress and inform decisions on where to effectively focus time and resources.

*Initial Initiative Inventory and Analysis:* At the conclusion of the pandemic, there was an immediate need to provide social and emotional learning opportunities for students. The District Mission states: "Students of all backgrounds will achieve academic growth and proficiency both at grade level and beyond to prepare them for college and career goals." This academic mission is aligned with our curriculum and instructional goals. Now we must include a non-academic goal of ensuring the emotional and social well-being and health of our students. This is paramount in the aftermath of learning on a virtual platform during a pandemic school year.

The individuals involved in implementation are: Principal/Building Leader/Administrators (Deans & Administrative Assistants), Teachers/Paraprofessionals/ESL Coaches/Reading Coaches/Math Support/All Specials Teachers, Interventionists/Special Education Teachers/Speech & Language professionals/Social Workers/School Counselors, Families–Nuclear & Extended family members and Students–All K-12

The expected outcome is to equip students with the tools needed to improve social skills such as self-regulation, self-management, making responsible decisions, having social awareness & promoting relationship skills. Additionally, with these improved skill sets, academic achievement is expected. Students will develop greater efficacy in their ability to self-monitor their progress using specific strategies. Overall, with consistency in universal design and approaches to learning, we will continue to grow and cultivate a positive school culture.

The evidence is from anecdotal evidence/notes that were observed and recorded by teachers. There was also informal communication from parents to teachers about their student's emotional well-being at home. We are expanding the implementation of Social Emotional Learning on a schoolwide basis; the Leader in Me program will fulfill our goals and intentions of creating a more positive school culture.

Total cost for Leader in Me - \$27,000 for K-8, and \$25,000 for High School. The source of funding is the Esser funds.

As part of the MICIP process, we are committed to monitoring and adjusting to ensure that our plans can succeed. Using various strategies such as quality assurances (reports), cross-checks, PLCs, team meetings, quarterly reports, mid-year reports, pre- and post-surveys, and PD feedback forms, we will regularly monitor and assess the implementation process.

Regarding professional development, LightHouse training in August with the Leadership team and an assigned Coach to work with our staff. Other training opportunities: Leader in Me PD, Leader in Me Coaching Service, cross-training, & weekly PLCs with building leaders.

*Gap Analysis:* An overwhelming majority of our Oakland International Academy K-12 students were prevented from attending face-to-face classes due to COVID-19. Our students, parents, and educators shared a common concern: When the pandemic subsides, students will return to school with lower achievement. There are also concerns that the gap between high- and low-achieving students will grow larger. This has caused anxiety in our students and their parents according to current survey data and home-school communication. Given the need to address these concerns, we analyzed test scores to make informed projections of how learning losses will impact our students in the upcoming school year. Ultimately, our goal is to assist the school community to manage the social and emotional welfare of the students and to include SEL in the educational process to maintain a positive learning environment.

Some challenges we faced included teachers attempting to adapt content for an online platform while parents were juggling employment, unemployment, and childcare issues. The students faced isolation, had anxiety about contracting a deadly virus, and felt uncertain about the future. In countless ways the situation was unprecedented, therefore, it is vital that we as a school community implement Social and Emotional Learning programs for the benefit of the students, families, and school staff. As we came back into full time in-person learning there was a strong and immediate need to have a goal and focus on key aspects of social-emotional learning.

*District Data Story Summary:* 1. What strengths have been uncovered? What growth edges have been identified? What learner needs are going unmet or not being met adequately/sufficiently?

In the past school year, we included 15-minute mini-lessons that were clustered around SEL utilizing a universal design & common language in the school. Starting classes in a positive way, we observed that students began to manage and cope better during the school day. Our goal is to continue implementing the Leader in Me program to help continue to sufficiently meet our learners' needs.

2. What district programs, supports, and services are designated to meet student,

classroom, leadership, and support priority growth target needs?

Leader In Me, social workers, behavioral coaches

3. Are there any major challenges not being addressed by a service, program, or activity?

Leader In Me has allowed our staff and students to embed key principles of leadership into the daily activities of the school. Three categories, Leadership, Academics, and Culture are the focal point with annual surveys assisting the district in monitoring and evaluating the program.

4. Are learners at the greatest risk of receiving prevention programs, services, and supports? If not, why?

Receiving prevention programs can have benefits and risks; it really depends on the program and the manner in which it is implemented. Also, proper training for the staff will ensure maximum effectiveness, which is our goal with the Leader in Me (LIM) program.

LIM is progressive and has been proven highly effective in schools throughout the US.

5. Are there duplicate services, programs, and supports attempting to address the same challenge? If so, which are more effective and which are less so? LIM will provide coaching services and ongoing training & PDs.

### ***Analysis:***

*Root Cause*



*Summary of Root Cause Analysis:*

1. What tool(s) did you use to analyze the root cause?

We utilized surveys, teacher conversations/dialogue, focus groups, and one-to-one interviews/meetings with stakeholders including parents & students.

2. What root cause did you discover that is within your control and that you will address in your challenge statement?

Some root causes that we discovered included: social situations in the classroom, friendships/relationships/proactive & responsive actions/empathy/sympathy/restorative justice practices.

3. What supporting documentation do you have?

survey/focus groups

*Supporting Documents*

*No Documents Included*



*Challenge Statement:* If Leader In Me is implemented on a district-wide basis then the whole school community is involved and committed to promoting the social-emotional learning process and stability for the students.



**Strategies:**

(1/3): MTSS - PBIS (Behavior)

Owner: MiCIP ADMIN Oakland

Start Date: 06/24/2023

Due Date: 06/29/2024

**Summary:** The behavior components of a Multi-Tiered System of Supports (PBIS) is a three-tiered framework that integrates data, systems and practices to improve outcomes. The data, systems and practices necessary to implement the behavior components of MTSS are defined by the PBIS Tiered Fidelity Inventory and aligned to MDE's five essential components of MTSS.

**Buildings:** All Active Buildings

**Total Budget:** \$50,000.00

- Other Federal Funds (Federal Funds)
- At Risk (31-A) (State Funds)

**Communication:**

**Method**

- School Board Meeting
- Parent Newsletter

**Audience**

- Educators
- Staff
- School Board
- Parents

**Strategy Implementation Plan Activities**

Activity	Owner	Start Date	Due Date	Status
Leader in Me Program Implementation	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET
<i>Activity Buildings:</i> All Buildings in Implementation Plan				
Professional Development in Classroom Management	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET
<i>Activity Buildings:</i> All Buildings in Implementation Plan				



(2/3): Lessons in Character

Owner: MiCIP ADMIN Oakland

Start Date: 06/24/2023

Due Date: 06/29/2024

Summary: Lessons in Character is designed to promote elementary and middle school students' knowledge about core character education values and, through that knowledge, shape children's positive behaviors and support academic success. It consists of 24 lessons organized around weekly themes, writing activities, and class projects. Teachers introduce the theme with a story that shows a value in action; students then engage that topic with a variety of activities. The program also includes daily oral language development and weekly writing assignments, optional parts of the program's implementation.

Buildings: All Active Buildings

Total Budget: \$15,000.00

- At Risk (31-A) (State Funds)

Communication:

Method

- Email Campaign
- Presentations
- District Website Update
- Parent Newsletter

Audience

- Educators
- Staff
- School Board
- Parents

Strategy Implementation Plan Activities

Activity	Owner	Start Date	Due Date	Status
Character Education Program	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET
<i>Activity Buildings: All Buildings in Implementation Plan</i>				



(3/3): CHAMPS

Owner: MiCIP ADMIN Oakland

Start Date: 06/24/2023

Due Date: 06/29/2024

**Summary:** CHAMPS is a proactive and positive classroom management approach. The strategies are easy to implement and will reduce classroom disruptions and office referrals, improve classroom climate, increase student on-task behavior, and establish respectful and civil interactions. By following the effective, research-based practices outlined in CHAMPS, teachers develop methods for clearly communicating their expectations on every classroom activity and transition. Expectations to clarify are: Conversation: Can students talk to each other during this activity? Help: How do students get the teacher's attention and their questions answered? Activity: What is the task/objective? What is the end product? Movement: Can students move about during this activity? Participation: How do students show they are fully participating? What does work behavior look/sound like? Success: When students meet CHAMPS expectations, they will be successful! The key benefits of CHAMPS are that teachers establish clear expectations with logical and fair responses to misbehaviors, spend less time disciplining and more time teaching, learn tools to motivate students to do their best and students are taught how to behave responsibly.

**Buildings:** All Active Buildings

**Total Budget:** \$75,000.00

- At Risk (31-A) (State Funds)

**Communication:**

**Method**

- Presentations

**Audience**

- Educators
- Staff
- Parents

*Strategy Implementation Plan Activities*

Activity	Owner	Start Date	Due Date	Status
Recruit a Behavior Intervention to implement CHAMPS Program.	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET
<i>Activity Buildings:</i> All Buildings in Implementation Plan				

**Monitoring and Adjusting:**

*Evaluate Goal: Interim Target Measures*

Measure	Owner	Due Date	Status
Decrease by 25% for Multi-tiered behavioral data (students with 0-1, 2-5, or 6+ office discipline referrals).		06/28/2024	ONTARGET



*Impact Notes:*

**No Data Available**

*Adjust Notes:*

**No Data Available**

**Activity Status:**

*MTSS - PBIS (Behavior) Activities*

Activity	Owner	Start Date	Due Date	Status
Leader in Me Program Implementation	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET
Professional Development in Classroom Management	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET

*Lessons in Character Activities*

Activity	Owner	Start Date	Due Date	Status
Character Education Program	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET

*CHAMPS Activities*

Activity	Owner	Start Date	Due Date	Status
Recruit a Behavior Intervention to implement CHAMPS Program.	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET

**Monitoring Notes**

**Monitoring Notes: CHAMPS**

*Implementation with Fidelity - What progress are we making on implementing the selected strategy as intended? What is the evidence?:*

**No Data Available**

*Scale / Reach - What progress are we making on reaching the intended populations? What is the evidence?:*

**No Data Available**

*Capacity - What progress are we making on supporting implementation of the goal with sufficient resources? What is the evidence?:*

**No Data Available**

**Monitoring Notes: Lessons in Character**

*Implementation with Fidelity - What progress are we making on implementing the selected strategy as intended? What is the evidence?:*

**No Data Available**

*Scale / Reach - What progress are we making on reaching the intended populations?*

*What is the evidence?:*

**No Data Available**

*Capacity - What progress are we making on supporting implementation of the goal with sufficient resources? What is the evidence?:*

**No Data Available**

**Monitoring Notes: MTSS - PBIS (Behavior)**

*Implementation with Fidelity - What progress are we making on implementing the selected strategy as intended? What is the evidence?:*

**No Data Available**

*Scale / Reach - What progress are we making on reaching the intended populations?*

*What is the evidence?:*

**No Data Available**

*Capacity - What progress are we making on supporting implementation of the goal with sufficient resources? What is the evidence?:*

**No Data Available**

**Evaluation Status:**

*Evaluate Goal: End Target Measures*

Measure	Due Date	Status
Increase by 80% for School Climate Survey	06/29/2024	ONTARGET

*Evaluate Goal: Impact Questions and Responses*

***Fidelity - How well did we engage in our plan as intended?***

**No Data Available**

***Scale/Reach - How well did we reach the intended target population?***

**No Data Available**

***Capacity - How well did we support progress towards our goal?***

**No Data Available**

***Impact - How did student outcomes improve?***

**No Data Available**

# MICIP Portfolio Report

## Oakland International Academy

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### Goals Included

#### Active

- Improve ELA and Math Growth on M-STEP and NWEA
  - Improve SEL Proficiency
- 

### Buildings Included

#### Open-Active

- Oakland International Academy Elementary
- 

### Plan Components Included

#### Goal Summary

#### Data

Data Set

Data Story

#### Analysis

Root Cause

Challenge Statement

#### Strategy

Summary

Implementation Plan

Buildings

Funding

Communication

Activities

Activity Text

Activity Buildings

#### Monitoring & Adjusting

Activity Status

Monitoring Notes by Strategy

Note Text

Evidence

Impact Notes

Interim Target Measures

Adjustment Notes

#### Evaluation Status

End Target Measures

Impact Questions & Responses

Responses

Evidence



# MICIP Portfolio Report

## Oakland International Academy

### Improve ELA and Math Growth on M-STEP and NWEA

*Status:* ACTIVE

*Statement:* At least 75% of the students will make their annual growth targets in reading and math based on the NWEA and M-STEP.

*Created Date:* 06/30/2022

*Target Completion Date:* 06/28/2024

*Data Set Name:* 36% of K-10 students who met their target in 2019 did not in 2020

Name	Data Source
NWEA 2020	NWEA
NWEA 2021	NWEA

*Data Story Name:* 36% of K-10 students who met their target in 2019 did not in 2020

*Initial Data Analysis:* Only 25% of our student body attended school in-person. The middle school and High School (5-12) in-person students experienced hybrid instruction two days per week, while the K-4 in-person students attended every day. Many students who met their growth target in 2019 did not in 2020.

In the student survey conducted in June 2021, 84% indicated that they prefer at-school instruction and 62% are worried that they will fall behind due to the remote instruction and COVID-19 Pandemic.

*Initial Initiative Inventory and Analysis:* We offered learning pods during the 2020-2021 school year for ESL and special education students to address the ever increasing gap between the special populations and their general education peers and we provided after school tutoring for general education students. We also provided students with online programs (Rosetta Stone, Khan Academy, Imagine Learning, RAZ Kids, Spelling City, EPIC Reading, etc). for them to use outside of school hours so that they could advance at their own pace. Copious professional development occurred on each of these programs and platforms including Zoom Academy, Google Classroom, Padlet, Pear Deck and ClassKick. Our Reading Specialists, Math Coaches, Reading Coaches and ESL teachers are key personnel to address learning loss, however, all teachers are charged with catching students up with lost learning due to remote instruction and COVID-19. Our goals for the 2022-2023 school year are to have 95% of students back to learning in-person. Our teachers met in PLCs to identify what standards were covered this year and which were not due to the COVID-19 Pandemic. Then in subsequent PLCs, grade level teachers met with the next level teachers to inform them of which standards were covered this year and which were not. Data analysis and performance data is analyzed regularly in teacher PLCs and by administration. In addition to PLCs, administrators conduct Data Meetings with teachers to review progress.

*Gap Analysis:* Ideally during the school year, we want to see at least 85% of the students

meeting their growth targets but we had 80% on average meeting their targets this year. Anecdotal data showed that students who worked via remote platforms did not participate as effectively in classroom activities as the in-person students did therefore we deduced that they have larger skill gaps than those who attended in person. At OIA High School, we have data that shows that 25% of students have failed at least one class and would need credit recovery.

*District Data Story Summary:* As we come to the end of the COVID-19 Pandemic, we found that teacher competency in online and use of multimedia platforms has increased significantly, however, some teachers still struggle with the effective use of technology to increase student engagement. Students have also become more comfortable with online learning and as independent learners, however, students are showing signs of learning loss as indicated by teacher comments during PLCs and local assessments.

The Superintendent meets with building administrators to make sure that they have the skills and competencies to address the challenges and lead with direction. Categorical monies are used to fund Reading Specialists, Math Coaches, ESL Coaches, Reading Coaches and ESL teachers to support students in push-in, pull-out and small group work. Instructional materials and supports, both online and material, are selected to address specific areas of growth and need. Teachers use data from NWEA, Fountas and Pinnell, MSTEP and the PSAT 8 to identify individual strengths and weaknesses for each student. Each student has a growth plan and growth target based on NWEA scores. Bilingual paraprofessionals work with small groups of students and push-in and pull-out of classrooms. The special education teacher, social worker and Speech Pathologist work with students based on IEPs as well as teacher and administrator referrals.

While not all challenges are met at the same level of success, no challenge is ignored. Our largest challenge remains to be our ESL population, which makes up over 70% of our student population. During the COVID-19 Pandemic, remote instruction overtook the ESL challenge, as many students disengaged from learning either due to truancy, apathy or both. There are multiple strategies and activities to address each challenge, but nonredundant in duplicity. In addition to SIOP and learning pods, we have been pulling students out on a one-to-one basis to support with the skill gaps. This strategy is showing greater merit and results are promising. In as much as some of the strategies and activities are more successful than others, each service provides multiple opportunities and means to address the area of need. Funds are identified and prioritized to address the needs from greatest to least.

### ***Analysis:***

*Root Cause*



*Summary of Root Cause Analysis:*

Student attendance, participation rates and grades were monitored and documented through the period when the school offered remote instruction due to COVID-19. In addition, staff provided qualitative data and administration and support staff met with parents and students to collect information for needs analysis. What we discovered is that students were not engaging adequately in remote instruction due to lack of structure in many households. We have provided many workshops for parents on supporting students at home but there has been significant lack in follow through. Teachers have recognized challenges that students are facing from the results of at-home learning environments such as coming late to class, not turning on cameras and getting friends and other family members to complete their work. Additionally, the skills teachers have acquired over time with in-person instruction (proximity, movement, hands-on activities, etc.) were lost talents in remote instruction. For all these reasons, learning loss continues to be our greatest concern as we emerge from the pandemic. This is supported by our NWEA data, student grades and the student perception survey. We recognize the overwhelming need to address the learning loss during remote and hybrid instruction during the COVID-19 Pandemic.

*Supporting Documents*

*No Documents Included*

*Challenge Statement:* If we want to address the learning loss of each student, then we must assess the loss of each student and individualize and target needed growth.



**Strategies:**

(1/3): Imagine Learning Literacy

Owner: Dr. Randy Speck

Start Date: 08/01/2022

Due Date: 06/28/2024

Summary: Digital literacy programs for PreK to 8 are designed to help students read, write, speak, and understand the language of learning. Programming includes Prek-6 language and literacy, Prek-2 personalized Spanish-language literacy, and 3-8 discourse-centered literacy.

*Buildings*

- Oakland International Academy Elementary
- Oakland International Academy K-1
- Oakland International Academy Middle School

Total Budget: \$32,000.00

- Title I Part A (Federal Funds)

*Communication:*

**Method**

- School Board Meeting
- Presentations
- District Website Update
- Brochure
- Local Newspaper

**Audience**

- Community-at-Large
- Parents

*Strategy Implementation Plan Activities*

Activity	Owner	Start Date	Due Date	Status
Implement Imagine Learning with Professional Development	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET
<i>Activity Buildings: All Buildings in Implementation Plan</i>				



(2/3): MTSS - Literacy (Reading)

Owner: Dr. Randy Speck

Start Date: 08/01/2022

Due Date: 06/28/2024

**Summary:** The reading components of a Multi-Tiered System of Supports include systems to address the continuum of reading needs across the student body, evidence-based practices focused on the Big Ideas of Reading designed to improve reading outcomes for all students, and data use and analysis. These components are further defined in the Reading Tiered Fidelity Inventory, Elementary-Level Edition, and Secondary Level Edition and aligned to MDE's five essential components of MTSS.

**Buildings:** All Active Buildings

**Total Budget:** \$1,260,000.00

- Other Federal Funds (Federal Funds)
- Sec. 41 Bilingual Education Grant (Federal Funds)
- Title I Part A (Federal Funds)
- Title I Part C, Migration Education (Federal Funds)
- Title II Part A (Federal Funds)
- Title III Part A, English Learners (Federal Funds)
- Title III Part A, Immigrant Students (Federal Funds)
- Title IV Part A, Student Support & Academic Enrichment (Federal Funds)
- At Risk (31-A) (State Funds)

**Communication:**

- | Method                    | Audience    |
|---------------------------|-------------|
| • School Board Meeting    | • Educators |
| • District Website Update | • Parents   |
| • Brochure                |             |

**Strategy Implementation Plan Activities**

Activity	Owner	Start Date	Due Date	Status
Hire Instructional Coach	Dr. Randy Speck	08/01/2022	06/28/2024	COMPLETE
<i>Activity Buildings: All Buildings in Implementation Plan</i>				
Hire Data and Assessment Coordinator	Dr. Randy Speck	08/01/2022	06/28/2024	COMPLETE
<i>Activity Buildings: All Buildings in Implementation Plan</i>				
Hire Six ESL Coaches	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET
<i>Activity Buildings: All Buildings in Implementation Plan</i>				
Three Elementary Para Professionals	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET
<i>Activity Buildings:</i>				

Activity	Owner	Start Date	Due Date	Status
<ul style="list-style-type: none"> <li>Oakland International Academy Elementary</li> </ul>				
Two Reading Coaches	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET
<i>Activity Buildings:</i> <ul style="list-style-type: none"> <li>Oakland International Academy Elementary</li> <li>Oakland International Academy Middle School</li> </ul>				
ILIT Licenses	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET
<i>Activity Buildings:</i> <ul style="list-style-type: none"> <li>Oakland International Academy Elementary</li> <li>Oakland International Academy High School</li> <li>Oakland International Academy Middle School</li> </ul>				



**(3/3): MTSS Framework (General)**

**Owner:** Conrad Koch

**Start Date:** 06/30/2022

**Due Date:** 06/30/2023

**Summary:** "A Multi-Tiered System of Supports (MTSS) is a comprehensive framework comprised of a collection of research-based strategies designed to meet the individual needs and assets of the whole child at all achievement levels. MTSS intentionally interconnects the education, health, and human service systems in support of learners, schools, centers, and community outcomes. The five essential components of MTSS are inter-related and complementary. Implementation of the essential components as intended provides educational settings with a framework to organize the strategies and processes needed to support successful learner outcomes. The five essential components include the following: Team-Based Leadership; Tiered Delivery System; Selection and Implementation of Instruction, Interventions and Supports; Comprehensive Screening & Assessment System; Continuous Data-Based Decision Making

**Buildings:** All Active Buildings

**Total Budget:** \$156,000.00

- Other Federal Funds (Federal Funds)
- Sec. 41 Bilingual Education Grant (Federal Funds)
- Title I Part A (Federal Funds)
- Title III Part A, English Learners (Federal Funds)
- Title III Part A, Immigrant Students (Federal Funds)
- At Risk (31-A) (State Funds)

**Communication:**

- |   |  |
|---|--|
| <p><b>Method</b></p> <ul style="list-style-type: none"> <li>• School Board Meeting</li> <li>• Presentations</li> <li>• District Website Update</li> <li>• Brochure</li> <li>• Social Media</li> </ul> | <p><b>Audience</b></p> <ul style="list-style-type: none"> <li>• Community-at-Large</li> <li>• Educators</li> </ul> |
|---|--|

**Strategy Implementation Plan Activities**

Activity	Owner	Start Date	Due Date	Status
After School Learning	Dr. Randy Speck	08/01/2022	06/30/2023	COMPLETE
<p><i>Activity Buildings:</i></p> <ul style="list-style-type: none"> <li>• Oakland International Academy Elementary</li> <li>• Oakland International Academy K-1</li> <li>• Oakland International Academy Middle School</li> </ul>				
ESL Parent Classes	Dr. Randy Speck	08/01/2022	06/30/2023	COMPLETE
<p><i>Activity Buildings:</i> All Buildings in Implementation Plan</p>				

Activity	Owner	Start Date	Due Date	Status
Parent Engagement	Dr. Randy Speck	08/01/2022	06/30/2023	COMPLETE
<i>Activity Buildings: All Buildings in Implementation Plan</i>				

**Monitoring and Adjusting:**

*Evaluate Goal: Interim Target Measures*

Measure	Owner	Due Date	Status
Decrease by 50% for NWEA 2021		06/27/2024	ONTARGET
Decrease by 50% for NWEA 2020		06/28/2024	ONTARGET

*Impact Notes*

Date	Note	Author
06/30/2022	Seventy-six percent of our students participated in in-person learning during the 2021-22 school year. Twenty-four percent were on a remote learning platform. Eighty percent of the student met their Fountas-Pinnell growth target and an average of seventy-five percent of students met their NWEA goal. As per the plan, by year one fifty percent of learning loss were recovered and we met this part of the plan.	Conrad Koch

*Adjust Notes:*

No Data Available

*Activity Status:*

*Imagine Learning Literacy Activities*

Activity	Owner	Start Date	Due Date	Status
Implement Imagine Learning with Professional Development	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET

*MTSS - Literacy (Reading) Activities*

Activity	Owner	Start Date	Due Date	Status
Hire Instructional Coach	Dr. Randy Speck	08/01/2022	06/28/2024	COMPLETE
Hire Data and Assessment Coordinator	Dr. Randy Speck	08/01/2022	06/28/2024	COMPLETE

Activity	Owner	Start Date	Due Date	Status
Hire Six ESL Coaches	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET
Three Elementary Para Professionals	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET
Two Reading Coaches	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET
ILIT Licenses	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET

#### MTSS Framework (General) Activities

Activity	Owner	Start Date	Due Date	Status
After School Learning	Dr. Randy Speck	08/01/2022	06/30/2023	COMPLETE
ESL Parent Classes	Dr. Randy Speck	08/01/2022	06/30/2023	COMPLETE
Parent Engagement	Dr. Randy Speck	08/01/2022	06/30/2023	COMPLETE

#### Monitoring Notes

##### Monitoring Notes: Imagine Learning Literacy

*Implementation with Fidelity - What progress are we making on implementing the selected strategy as intended? What is the evidence?:*

**No Data Available**

*Scale / Reach - What progress are we making on reaching the intended populations? What is the evidence?:*

**No Data Available**

*Capacity - What progress are we making on supporting implementation of the goal with sufficient resources? What is the evidence?:*

**No Data Available**

##### Monitoring Notes: MTSS - Literacy (Reading)

*Implementation with Fidelity - What progress are we making on implementing the selected strategy as intended? What is the evidence?:*

**No Data Available**

*Scale / Reach - What progress are we making on reaching the intended populations? What is the evidence?:*

**No Data Available**

*Capacity - What progress are we making on supporting implementation of the goal with sufficient resources? What is the evidence?:*

No Data Available

**Monitoring Notes: MTSS Framework (General)**

*Implementation with Fidelity - What progress are we making on implementing the selected strategy as intended? What is the evidence?:*

No Data Available

*Scale / Reach - What progress are we making on reaching the intended populations? What is the evidence?:*

No Data Available

*Capacity - What progress are we making on supporting implementation of the goal with sufficient resources? What is the evidence?:*

No Data Available

**Evaluation Status:**

*Evaluate Goal: End Target Measures*

Measure	Due Date	Status
Decrease by 75% for NWEA 2021	06/28/2024	ONTARGET
Decrease by 75% for NWEA 2021	06/28/2024	ONTARGET

*Evaluate Goal: Impact Questions and Responses*

***Fidelity - How well did we engage in our plan as intended?***

No Data Available

***Scale/Reach - How well did we reach the intended target population?***

No Data Available

***Capacity - How well did we support progress towards our goal?***

No Data Available

***Impact - How did student outcomes improve?***

No Data Available

## Improve SEL Proficiency

Status: ACTIVE

Statement: Stakeholder surveys will show positive perception approval ratings of at least 80% in the three areas (Leadership, Academic, Culture) of the MRA survey by June, 2024.

Created Date: 06/14/2023

Target Completion Date: 06/29/2024

Data Set Name: SEL & Behaviors Copy

Name	Data Source
School Climate Survey	District Determined
OIA MS MRA Data	District Determined
OIA HS MRA Data	District Determined

Data Story Name: SEL & Behaviors Copy

*Initial Data Analysis:* This report contains information gathered through the Measurable Results Assessment (MRA; See Figure 1), a validated survey used annually to collect, analyze, and report on student, staff, family, and school-level outcomes. The MRA is an important tool for starting larger conversations about the school's growth in leadership, culture, and academics. For this reason, the scores within this report serve as a way to celebrate progress and inform decisions on where to effectively focus time and resources.

*Initial Initiative Inventory and Analysis:* At the conclusion of the pandemic, there was an immediate need to provide social and emotional learning opportunities for students. The District Mission states: "Students of all backgrounds will achieve academic growth and proficiency both at grade level and beyond to prepare them for college and career goals." This academic mission is aligned with our curriculum and instructional goals. Now we must include a non-academic goal of ensuring the emotional and social well-being and health of our students. This is paramount in the aftermath of learning on a virtual platform during a pandemic school year.

The individuals involved in implementation are: Principal/Building Leader/Administrators (Deans & Administrative Assistants), Teachers/Paraprofessionals/ESL Coaches/Reading Coaches/Math Support/All Specials Teachers, Interventionists/Special Education Teachers/Speech & Language professionals/Social Workers/School Counselors, Families–Nuclear & Extended family members and Students–All K-12

The expected outcome is to equip students with the tools needed to improve social skills such as self-regulation, self-management, making responsible decisions, having social awareness & promoting relationship skills. Additionally, with these improved skill sets, academic achievement is expected. Students will develop greater efficacy in their ability to self-monitor their progress using specific strategies. Overall, with consistency in universal design and approaches to learning, we will continue to grow and cultivate a positive school culture.



The evidence is from anecdotal evidence/notes that were observed and recorded by teachers. There was also informal communication from parents to teachers about their student's emotional well-being at home. We are expanding the implementation of Social Emotional Learning on a schoolwide basis; the Leader in Me program will fulfill our goals and intentions of creating a more positive school culture.

Total cost for Leader in Me - \$27,000 for K-8, and \$25,000 for High School. The source of funding is the Esser funds.

As part of the MICIP process, we are committed to monitoring and adjusting to ensure that our plans can succeed. Using various strategies such as quality assurances (reports), cross-checks, PLCs, team meetings, quarterly reports, mid-year reports, pre- and post-surveys, and PD feedback forms, we will regularly monitor and assess the implementation process.

Regarding professional development, LightHouse training in August with the Leadership team and an assigned Coach to work with our staff. Other training opportunities: Leader in Me PD, Leader in Me Coaching Service, cross-training, & weekly PLCs with building leaders.

*Gap Analysis:* An overwhelming majority of our Oakland International Academy K-12 students were prevented from attending face-to-face classes due to COVID-19. Our students, parents, and educators shared a common concern: When the pandemic subsides, students will return to school with lower achievement. There are also concerns that the gap between high- and low-achieving students will grow larger. This has caused anxiety in our students and their parents according to current survey data and home-school communication. Given the need to address these concerns, we analyzed test scores to make informed projections of how learning losses will impact our students in the upcoming school year. Ultimately, our goal is to assist the school community to manage the social and emotional welfare of the students and to include SEL in the educational process to maintain a positive learning environment.

Some challenges we faced included teachers attempting to adapt content for an online platform while parents were juggling employment, unemployment, and childcare issues. The students faced isolation, had anxiety about contracting a deadly virus, and felt uncertain about the future. In countless ways the situation was unprecedented, therefore, it is vital that we as a school community implement Social and Emotional Learning programs for the benefit of the students, families, and school staff. As we came back into full time in-person learning there was a strong and immediate need to have a goal and focus on key aspects of social-emotional learning.

*District Data Story Summary:* 1. What strengths have been uncovered? What growth edges have been identified? What learner needs are going unmet or not being met adequately/sufficiently?

In the past school year, we included 15-minute mini-lessons that were clustered around SEL utilizing a universal design & common language in the school. Starting classes in a positive way, we observed that students began to manage and cope better during the school day. Our goal is to continue implementing the Leader in Me program to help continue to sufficiently meet our learners' needs.

2. What district programs, supports, and services are designated to meet student,

classroom, leadership, and support priority growth target needs?

Leader In Me, social workers, behavioral coaches

3. Are there any major challenges not being addressed by a service, program, or activity?

Leader In Me has allowed our staff and students to embed key principles of leadership into the daily activities of the school. Three categories, Leadership, Academics, and Culture are the focal point with annual surveys assisting the district in monitoring and evaluating the program.

4. Are learners at the greatest risk of receiving prevention programs, services, and supports? If not, why?

Receiving prevention programs can have benefits and risks; it really depends on the program and the manner in which it is implemented. Also, proper training for the staff will ensure maximum effectiveness, which is our goal with the Leader in Me (LIM) program.

LIM is progressive and has been proven highly effective in schools throughout the US.

5. Are there duplicate services, programs, and supports attempting to address the same challenge? If so, which are more effective and which are less so? LIM will provide coaching services and ongoing training & PDs.

### **Analysis:**

#### *Root Cause*



#### *Summary of Root Cause Analysis:*

1. What tool(s) did you use to analyze the root cause?

We utilized surveys, teacher conversations/dialogue, focus groups, and one-to-one interviews/meetings with stakeholders including parents & students.

2. What root cause did you discover that is within your control and that you will address in your challenge statement?

Some root causes that we discovered included: social situations in the classroom, friendships/relationships/proactive & responsive actions/empathy/sympathy/restorative justice practices.

3. What supporting documentation do you have?

survey/focus groups

#### *Supporting Documents*

*No Documents Included*



**Challenge Statement:** If Leader In Me is implemented on a district-wide basis then the whole school community is involved and committed to promoting the social-emotional learning process and stability for the students.



**Strategies:**

(1/3): MTSS - PBIS (Behavior)

Owner: MiCIP ADMIN Oakland

Start Date: 06/24/2023

Due Date: 06/29/2024

**Summary:** The behavior components of a Multi-Tiered System of Supports (PBIS) is a three-tiered framework that integrates data, systems and practices to improve outcomes. The data, systems and practices necessary to implement the behavior components of MTSS are defined by the PBIS Tiered Fidelity Inventory and aligned to MDE's five essential components of MTSS.

**Buildings:** All Active Buildings

**Total Budget:** \$50,000.00

- Other Federal Funds (Federal Funds)
- At Risk (31-A) (State Funds)

**Communication:**

**Method**

- School Board Meeting
- Parent Newsletter

**Audience**

- Educators
- Staff
- School Board
- Parents

**Strategy Implementation Plan Activities**

Activity	Owner	Start Date	Due Date	Status
Leader in Me Program Implementation	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET
<i>Activity Buildings:</i> All Buildings in Implementation Plan				
Professional Development in Classroom Management	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET
<i>Activity Buildings:</i> All Buildings in Implementation Plan				



(2/3): Lessons in Character

Owner: MiCIP ADMIN Oakland

Start Date: 06/24/2023

Due Date: 06/29/2024

Summary: Lessons in Character is designed to promote elementary and middle school students' knowledge about core character education values and, through that knowledge, shape children's positive behaviors and support academic success. It consists of 24 lessons organized around weekly themes, writing activities, and class projects. Teachers introduce the theme with a story that shows a value in action; students then engage that topic with a variety of activities. The program also includes daily oral language development and weekly writing assignments, optional parts of the program's implementation.

Buildings: All Active Buildings

Total Budget: \$15,000.00

- At Risk (31-A) (State Funds)

Communication:

**Method**

- Email Campaign
- Presentations
- District Website Update
- Parent Newsletter

**Audience**

- Educators
- Staff
- School Board
- Parents

Strategy Implementation Plan Activities

Activity	Owner	Start Date	Due Date	Status
Character Education Program	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET
Activity Buildings: All Buildings in Implementation Plan				



**(3/3): CHAMPS**

**Owner:** MiCIP ADMIN Oakland

**Start Date:** 06/24/2023

**Due Date:** 06/29/2024

**Summary:** CHAMPS is a proactive and positive classroom management approach. The strategies are easy to implement and will reduce classroom disruptions and office referrals, improve classroom climate, increase student on-task behavior, and establish respectful and civil interactions. By following the effective, research-based practices outlined in CHAMPS, teachers develop methods for clearly communicating their expectations on every classroom activity and transition. Expectations to clarify are: Conversation: Can students talk to each other during this activity? Help: How do students get the teacher’s attention and their questions answered? Activity: What is the task/objective? What is the end product? Movement: Can students move about during this activity? Participation: How do students show they are fully participating? What does work behavior look/sound like? Success: When students meet CHAMPS expectations, they will be successful! The key benefits of CHAMPS are that teachers establish clear expectations with logical and fair responses to misbehaviors, spend less time disciplining and more time teaching, learn tools to motivate students to do their best and students are taught how to behave responsibly.

**Buildings:** All Active Buildings

**Total Budget:** \$75,000.00

- At Risk (31-A) (State Funds)

**Communication:**

**Method**

- Presentations

**Audience**

- Educators
- Staff
- Parents

**Strategy Implementation Plan Activities**

Activity	Owner	Start Date	Due Date	Status
Recruit a Behavior Intervention to implement CHAMPS Program.	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET
<i>Activity Buildings: All Buildings in Implementation Plan</i>				

**Monitoring and Adjusting:**

*Evaluate Goal: Interim Target Measures*

Measure	Owner	Due Date	Status
Decrease by 25% for Multi-tiered behavioral data (students with 0-1, 2-5, or 6+ office discipline referrals).		06/28/2024	ONTARGET

**Impact Notes:**

**No Data Available**

**Adjust Notes:**

**No Data Available**

**Activity Status:**

*MTSS - PBIS (Behavior) Activities*

Activity	Owner	Start Date	Due Date	Status
Leader in Me Program Implementation	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET
Professional Development in Classroom Management	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET

*Lessons in Character Activities*

Activity	Owner	Start Date	Due Date	Status
Character Education Program	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET

*CHAMPS Activities*

Activity	Owner	Start Date	Due Date	Status
Recruit a Behavior Intervention to implement CHAMPS Program.	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET

**Monitoring Notes**

**Monitoring Notes: CHAMPS**

*Implementation with Fidelity - What progress are we making on implementing the selected strategy as intended? What is the evidence?:*

**No Data Available**

*Scale / Reach - What progress are we making on reaching the intended populations? What is the evidence?:*

**No Data Available**

*Capacity - What progress are we making on supporting implementation of the goal with sufficient resources? What is the evidence?:*

**No Data Available**

**Monitoring Notes: Lessons in Character**

*Implementation with Fidelity - What progress are we making on implementing the selected strategy as intended? What is the evidence?:*

**No Data Available**

*Scale / Reach - What progress are we making on reaching the intended populations?*

*What is the evidence?:*

**No Data Available**

*Capacity - What progress are we making on supporting implementation of the goal with sufficient resources? What is the evidence?:*

**No Data Available**

**Monitoring Notes: MTSS - PBIS (Behavior)**

*Implementation with Fidelity - What progress are we making on implementing the selected strategy as intended? What is the evidence?:*

**No Data Available**

*Scale / Reach - What progress are we making on reaching the intended populations?*

*What is the evidence?:*

**No Data Available**

*Capacity - What progress are we making on supporting implementation of the goal with sufficient resources? What is the evidence?:*

**No Data Available**

**Evaluation Status:**

*Evaluate Goal: End Target Measures*

Measure	Due Date	Status
Increase by 80% for School Climate Survey	06/29/2024	ONTARGET

*Evaluate Goal: Impact Questions and Responses*

***Fidelity - How well did we engage in our plan as intended?***

No Data Available

***Scale/Reach - How well did we reach the intended target population?***

No Data Available

***Capacity - How well did we support progress towards our goal?***

No Data Available

***Impact - How did student outcomes improve?***

No Data Available

# MICIP Portfolio Report

## Oakland International Academy

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### Goals Included

#### Active

- Improve ELA and Math Growth on M-STEP and NWEA
  - Improve SEL Proficiency
- 

### Buildings Included

#### Open-Active

- Oakland International Academy Middle School
- 

### Plan Components Included

Goal Summary

Data

    Data Set

    Data Story

Analysis

    Root Cause

    Challenge Statement

Strategy

    Summary

    Implementation Plan

        Buildings

        Funding

        Communication

        Activities

            Activity Text

            Activity Buildings

Monitoring & Adjusting

    Activity Status

    Monitoring Notes by Strategy

        Note Text

        Evidence

    Impact Notes

    Interim Target Measures

    Adjustment Notes

Evaluation Status

    End Target Measures

    Impact Questions & Responses

        Responses

        Evidence



# MICIP Portfolio Report

## Oakland International Academy

### Improve ELA and Math Growth on M-STEP and NWEA

Status: ACTIVE

Statement: At least 75% of the students will make their annual growth targets in reading and math based on the NWEA and M-STEP.

Created Date: 06/30/2022

Target Completion Date: 06/28/2024

Data Set Name: 36% of K-10 students who met their target in 2019 did not in 2020

Name	Data Source
NWEA 2020	NWEA
NWEA 2021	NWEA

Data Story Name: 36% of K-10 students who met their target in 2019 did not in 2020

*Initial Data Analysis:* Only 25% of our student body attended school in-person. The middle school and High School (5-12) in-person students experienced hybrid instruction two days per week, while the K-4 in-person students attended every day. Many students who met their growth target in 2019 did not in 2020.

In the student survey conducted in June 2021, 84% indicated that they prefer at-school instruction and 62% are worried that they will fall behind due to the remote instruction and COVID-19 Pandemic.

*Initial Initiative Inventory and Analysis:* We offered learning pods during the 2020-2021 school year for ESL and special education students to address the ever increasing gap between the special populations and their general education peers and we provided after school tutoring for general education students. We also provided students with online programs (Rosetta Stone, Khan Academy, Imagine Learning, RAZ Kids, Spelling City, EPIC Reading, etc). for them to use outside of school hours so that they could advance at their own pace. Copious professional development occurred on each of these programs and platforms including Zoom Academy, Google Classroom, Padlet, Pear Deck and ClassKick. Our Reading Specialists, Math Coaches, Reading Coaches and ESL teachers are key personnel to address learning loss, however, all teachers are charged with catching students up with lost learning due to remote instruction and COVID-19. Our goals for the 2022-2023 school year are to have 95% of students back to learning in-person. Our teachers met in PLCs to identify what standards were covered this year and which were not due to the COVID-19 Pandemic. Then in subsequent PLCs, grade level teachers met with the next level teachers to inform them of which standards were covered this year and which were not. Data analysis and performance data is analyzed regularly in teacher PLCs and by administration. In addition to PLCs, administrators conduct Data Meetings with teachers to review progress.

*Gap Analysis:* Ideally during the school year, we want to see at least 85% of the students

meeting their growth targets but we had 80% on average meeting their targets this year. Anecdotal data showed that students who worked via remote platforms did not participate as effectively in classroom activities as the in-person students did therefore we deduce that they have larger skill gaps than those who attended in person. At OIA High School, we have data that shows that 25% of students have failed at least one class and would need credit recovery.

*District Data Story Summary:* As we come to the end of the COVID-19 Pandemic, we found that teacher competency in online and use of multimedia platforms has increased significantly, however, some teachers still struggle with the effective use of technology to increase student engagement. Students have also become more comfortable with online learning and as independent learners, however, students' are showing signs of learning loss as indicated by teacher comments during PLCs and local assessments.

The Superintendent meets with building administrators to make sure that they have the skills and competencies to address the challenges and lead with direction. Categorical monies are used to fund Reading Specialists, Math Coaches, ESL Coaches, Reading Coaches and ESL teachers to support students in push-in, pull-out and small group work. Instructional materials and supports, both online and material, are selected to address specific areas of growth and need. Teachers use data from NWEA, Fountas and Pinnell, MSTEP and the PSAT 8 to identify individual strengths and weaknesses for each student. Each student has a growth plan and growth target based on NWEA scores. Bilingual paraprofessionals work with small groups of students and push-in and pull-out of classrooms. The special education teacher, social worker and Speech Pathologist work with students based on IEPs as well as teacher and administrator referrals.

While not all challenges are met at the same level of success, no challenge is ignored. Our largest challenge remains to be our ESL population, which makes up over 70% of our student population. During the COVID-19 Pandemic, remote instruction overtook the ESL challenge, as many students disengaged from learning either due to truancy, apathy or both. There are multiple strategies and activities to address each challenge, but nonredundant in duplicity. In addition to SIOP and learning pods, we have been pulling students out on a one-to-one basis to support with the skill gaps. This strategy is showing greater merit and results are promising. In as much as some of the strategies and activities are more successful than others, each service provides multiple opportunities and means to address the area of need. Funds are identified and prioritized to address the needs from greatest to least.

#### *Analysis:*

*Root Cause*



*Summary of Root Cause Analysis:*

Student attendance, participation rates and grades were monitored and documented through the period when the school offered remote instruction due to COVID-19. In addition, staff provided qualitative data and administration and support staff met with parents and students to collect information for needs analysis. What we discovered is that students were not engaging adequately in remote instruction due to lack of structure in many households. We have provided many workshops for parents on supporting students at home but there has been significant lack in follow through. Teachers have recognized challenges that students are facing from the results of at-home learning environments such as coming late to class, not turning on cameras and getting friends and other family members to complete their work. Additionally, the skills teachers have acquired over time with in-person instruction (proximity, movement, hands-on activities, etc.) were lost talents in remote instruction. For all these reasons, learning loss continues to be our greatest concern as we emerge from the pandemic. This is supported by our NWEA data, student grades and the student perception survey. We recognize the overwhelming need to address the learning loss during remote and hybrid instruction during the COVID-19 Pandemic.

*Supporting Documents*

*No Documents Included*

*Challenge Statement:* If we want to address the learning loss of each student, then we must assess the loss of each student and individualize and target needed growth.



**Strategies:**

(1/3): Imagine Learning Literacy

Owner: Dr. Randy Speck

Start Date: 08/01/2022

Due Date: 06/28/2024

Summary: Digital literacy programs for PreK to 8 are designed to help students read, write, speak, and understand the language of learning. Programming includes Prek-6 language and literacy, Prek-2 personalized Spanish-language literacy, and 3-8 discourse-centered literacy.

**Buildings**

- Oakland International Academy Elementary
- Oakland International Academy K-1
- Oakland International Academy Middle School

Total Budget: \$32,000.00

- Title I Part A (Federal Funds)

**Communication:**

**Method**

- School Board Meeting
- Presentations
- District Website Update
- Brochure
- Local Newspaper

**Audience**

- Community-at-Large
- Parents

**Strategy Implementation Plan Activities**

Activity	Owner	Start Date	Due Date	Status
Implement Imagine Learning with Professional Development	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET

Activity Buildings: All Buildings in Implementation Plan



(2/3): MTSS - Literacy (Reading)

Owner: Dr. Randy Speck

Start Date: 08/01/2022

Due Date: 06/28/2024

**Summary:** The reading components of a Multi-Tiered System of Supports include systems to address the continuum of reading needs across the student body, evidence-based practices focused on the Big Ideas of Reading designed to improve reading outcomes for all students, and data use and analysis. These components are further defined in the Reading Tiered Fidelity Inventory, Elementary-Level Edition, and Secondary Level Edition and aligned to MDE's five essential components of MTSS.

**Buildings:** All Active Buildings

**Total Budget:** \$1,260,000.00

- Other Federal Funds (Federal Funds)
- Sec. 41 Bilingual Education Grant (Federal Funds)
- Title I Part A (Federal Funds)
- Title I Part C, Migration Education (Federal Funds)
- Title II Part A (Federal Funds)
- Title III Part A, English Learners (Federal Funds)
- Title III Part A, Immigrant Students (Federal Funds)
- Title IV Part A, Student Support & Academic Enrichment (Federal Funds)
- At Risk (31-A) (State Funds)

**Communication:**

Method

- School Board Meeting
- District Website Update
- Brochure

Audience

- Educators
- Parents

**Strategy Implementation Plan Activities**

Activity	Owner	Start Date	Due Date	Status
Hire Instructional Coach	Dr. Randy Speck	08/01/2022	06/28/2024	COMPLETE
<i>Activity Buildings: All Buildings in Implementation Plan</i>				
Hire Data and Assessment Coordinator	Dr. Randy Speck	08/01/2022	06/28/2024	COMPLETE
<i>Activity Buildings: All Buildings in Implementation Plan</i>				
Hire Six ESL Coaches	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET
<i>Activity Buildings: All Buildings in Implementation Plan</i>				
Two Reading Coaches	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET
<i>Activity Buildings:</i>				

Activity	Owner	Start Date	Due Date	Status
<ul style="list-style-type: none"> <li>• Oakland International Academy Elementary</li> <li>• Oakland International Academy Middle School</li> </ul>				
Newcomers ESL Coach	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET
<i>Activity Buildings:</i> <ul style="list-style-type: none"> <li>• Oakland International Academy High School</li> <li>• Oakland International Academy Middle School</li> </ul>				
ILIT Licenses	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET
<i>Activity Buildings:</i> <ul style="list-style-type: none"> <li>• Oakland International Academy Elementary</li> <li>• Oakland International Academy High School</li> <li>• Oakland International Academy Middle School</li> </ul>				
Three Middle School Para Professionals	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET
<i>Activity Buildings:</i> <ul style="list-style-type: none"> <li>• Oakland International Academy Middle School</li> </ul>				



(3/3): MTSS Framework (General)

Owner: Conrad Koch

Start Date: 06/30/2022

Due Date: 06/30/2023

**Summary:** "A Multi-Tiered System of Supports (MTSS) is a comprehensive framework comprised of a collection of research-based strategies designed to meet the individual needs and assets of the whole child at all achievement levels. MTSS intentionally interconnects the education, health, and human service systems in support of learners, schools, centers, and community outcomes. The five essential components of MTSS are inter-related and complementary. Implementation of the essential components as intended provides educational settings with a framework to organize the strategies and processes needed to support successful learner outcomes. The five essential components include the following: Team-Based Leadership; Tiered Delivery System; Selection and Implementation of Instruction, Interventions and Supports; Comprehensive Screening & Assessment System; Continuous Data-Based Decision Making

**Buildings:** All Active Buildings

**Total Budget:** \$156,000.00

- Other Federal Funds (Federal Funds)
- Sec. 41 Bilingual Education Grant (Federal Funds)
- Title I Part A (Federal Funds)
- Title III Part A, English Learners (Federal Funds)
- Title III Part A, Immigrant Students (Federal Funds)
- At Risk (31-A) (State Funds)

**Communication:**

**Method**

- School Board Meeting
- Presentations
- District Website Update
- Brochure
- Social Media

**Audience**

- Community-at-Large
- Educators

**Strategy Implementation Plan Activities**

Activity	Owner	Start Date	Due Date	Status
After School Learning	Dr. Randy Speck	08/01/2022	06/30/2023	COMPLETE
<b>Activity Buildings:</b> <ul style="list-style-type: none"> <li>• Oakland International Academy Elementary</li> <li>• Oakland International Academy K-1</li> <li>• Oakland International Academy Middle School</li> </ul>				
ESL Parent Classes	Dr. Randy Speck	08/01/2022	06/30/2023	COMPLETE
<b>Activity Buildings:</b> All Buildings in Implementation Plan				

Activity	Owner	Start Date	Due Date	Status
Parent Engagement	Dr. Randy Speck	08/01/2022	06/30/2023	COMPLETE
<i>Activity Buildings: All Buildings in Implementation Plan</i>				

**Monitoring and Adjusting:**

*Evaluate Goal: Interim Target Measures*

Measure	Owner	Due Date	Status
Decrease by 50% for NWEA 2021		06/27/2024	ONTARGET
Decrease by 50% for NWEA 2020		06/28/2024	ONTARGET

*Impact Notes*

Date	Note	Author
06/30/2022	Seventy-six percent of our students participated in in-person learning during the 2021-22 school year. Twenty-four percent were on a remote learning platform. Eighty percent of the student met their Fountas-Pinnell growth target and an average of seventy-five percent of students met their NWEA goal. As per the plan, by year one fifty percent of learning loss were recovered and we met this part of the plan.	Conrad Koch

*Adjust Notes:*

No Data Available

**Activity Status:**

*Imagine Learning Literacy Activities*

Activity	Owner	Start Date	Due Date	Status
Implement Imagine Learning with Professional Development	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET

*MTSS - Literacy (Reading) Activities*

Activity	Owner	Start Date	Due Date	Status
Hire Instructional Coach	Dr. Randy Speck	08/01/2022	06/28/2024	COMPLETE
Hire Data and Assessment Coordinator	Dr. Randy Speck	08/01/2022	06/28/2024	COMPLETE

Activity	Owner	Start Date	Due Date	Status
Hire Six ESL Coaches	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET
Two Reading Coaches	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET
Newcomers ESL Coach	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET
ILIT Licenses	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET
Three Middle School Para Professionals	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET

*MTSS Framework (General) Activities*

Activity	Owner	Start Date	Due Date	Status
After School Learning	Dr. Randy Speck	08/01/2022	06/30/2023	COMPLETE
ESL Parent Classes	Dr. Randy Speck	08/01/2022	06/30/2023	COMPLETE
Parent Engagement	Dr. Randy Speck	08/01/2022	06/30/2023	COMPLETE

**Monitoring Notes**

**Monitoring Notes: Imagine Learning Literacy**

*Implementation with Fidelity - What progress are we making on implementing the selected strategy as intended? What is the evidence?:*

**No Data Available**

*Scale / Reach - What progress are we making on reaching the intended populations? What is the evidence?:*

**No Data Available**

*Capacity - What progress are we making on supporting implementation of the goal with sufficient resources? What is the evidence?:*

**No Data Available**

**Monitoring Notes: MTSS - Literacy (Reading)**

*Implementation with Fidelity - What progress are we making on implementing the selected strategy as intended? What is the evidence?:*

**No Data Available**

*Scale / Reach - What progress are we making on reaching the intended populations? What is the evidence?:*

**No Data Available**

*Capacity - What progress are we making on supporting implementation of the goal with sufficient resources? What is the evidence?:*

**No Data Available**

**Monitoring Notes: MTSS Framework (General)**

*Implementation with Fidelity - What progress are we making on implementing the selected strategy as intended? What is the evidence?:*

**No Data Available**

*Scale / Reach - What progress are we making on reaching the intended populations? What is the evidence?:*

**No Data Available**

*Capacity - What progress are we making on supporting implementation of the goal with sufficient resources? What is the evidence?:*

**No Data Available**

**Evaluation Status:**

*Evaluate Goal: End Target Measures*

<b>Measure</b>	<b>Due Date</b>	<b>Status</b>
Decrease by 75% for NWEA 2021	06/28/2024	ONTARGET
Decrease by 75% for NWEA 2021	06/28/2024	ONTARGET

*Evaluate Goal: Impact Questions and Responses*

***Fidelity - How well did we engage in our plan as intended?***

**No Data Available**

***Scale/Reach - How well did we reach the intended target population?***

**No Data Available**

***Capacity - How well did we support progress towards our goal?***

**No Data Available**

***Impact - How did student outcomes improve?***

**No Data Available**

## Improve SEL Proficiency

Status: ACTIVE

Statement: Stakeholder surveys will show positive perception approval ratings of at least 80% in the three areas (Leadership, Academic, Culture) of the MRA survey by June, 2024.

Created Date: 06/14/2023

Target Completion Date: 06/29/2024

Data Set Name: SEL & Behaviors Copy

Name	Data Source
School Climate Survey	District Determined
OIA MS MRA Data	District Determined
OIA HS MRA Data	District Determined

Data Story Name: SEL & Behaviors Copy

*Initial Data Analysis:* This report contains information gathered through the Measurable Results Assessment (MRA; See Figure 1), a validated survey used annually to collect, analyze, and report on student, staff, family, and school-level outcomes. The MRA is an important tool for starting larger conversations about the school's growth in leadership, culture, and academics. For this reason, the scores within this report serve as a way to celebrate progress and inform decisions on where to effectively focus time and resources.

*Initial Initiative Inventory and Analysis:* At the conclusion of the pandemic, there was an immediate need to provide social and emotional learning opportunities for students. The District Mission states: "Students of all backgrounds will achieve academic growth and proficiency both at grade level and beyond to prepare them for college and career goals." This academic mission is aligned with our curriculum and instructional goals. Now we must include a non-academic goal of ensuring the emotional and social well-being and health of our students. This is paramount in the aftermath of learning on a virtual platform during a pandemic school year.

The individuals involved in implementation are: Principal/Building Leader/Administrators (Deans & Administrative Assistants), Teachers/Paraprofessionals/ESL Coaches/Reading Coaches/Math Support/All Specials Teachers, Interventionists/Special Education Teachers/Speech & Language professionals/Social Workers/School Counselors, Families–Nuclear & Extended family members and Students–All K-12

The expected outcome is to equip students with the tools needed to improve social skills such as self-regulation, self-management, making responsible decisions, having social awareness & promoting relationship skills. Additionally, with these improved skill sets, academic achievement is expected. Students will develop greater efficacy in their ability to self-monitor their progress using specific strategies. Overall, with consistency in universal design and approaches to learning, we will continue to grow and cultivate a positive school culture.

The evidence is from anecdotal evidence/notes that were observed and recorded by teachers. There was also informal communication from parents to teachers about their student's emotional well-being at home. We are expanding the implementation of Social Emotional Learning on a schoolwide basis; the Leader in Me program will fulfill our goals and intentions of creating a more positive school culture.

Total cost for Leader in Me - \$27,000 for K-8, and \$25,000 for High School. The source of funding is the Esser funds.

As part of the MICIP process, we are committed to monitoring and adjusting to ensure that our plans can succeed. Using various strategies such as quality assurances (reports), cross-checks, PLCs, team meetings, quarterly reports, mid-year reports, pre- and post-surveys, and PD feedback forms, we will regularly monitor and assess the implementation process.

Regarding professional development, LightHouse training in August with the Leadership team and an assigned Coach to work with our staff. Other training opportunities: Leader in Me PD, Leader in Me Coaching Service, cross-training, & weekly PLCs with building leaders.

*Gap Analysis:* An overwhelming majority of our Oakland International Academy K-12 students were prevented from attending face-to-face classes due to COVID-19. Our students, parents, and educators shared a common concern: When the pandemic subsides, students will return to school with lower achievement. There are also concerns that the gap between high- and low-achieving students will grow larger. This has caused anxiety in our students and their parents according to current survey data and home-school communication. Given the need to address these concerns, we analyzed test scores to make informed projections of how learning losses will impact our students in the upcoming school year. Ultimately, our goal is to assist the school community to manage the social and emotional welfare of the students and to include SEL in the educational process to maintain a positive learning environment.

Some challenges we faced included teachers attempting to adapt content for an online platform while parents were juggling employment, unemployment, and childcare issues. The students faced isolation, had anxiety about contracting a deadly virus, and felt uncertain about the future. In countless ways the situation was unprecedented, therefore, it is vital that we as a school community implement Social and Emotional Learning programs for the benefit of the students, families, and school staff. As we came back into full time in-person learning there was a strong and immediate need to have a goal and focus on key aspects of social-emotional learning.

*District Data Story Summary:* 1. What strengths have been uncovered? What growth edges have been identified? What learner needs are going unmet or not being met adequately/sufficiently?

In the past school year, we included 15-minute mini-lessons that were clustered around SEL utilizing a universal design & common language in the school. Starting classes in a positive way, we observed that students began to manage and cope better during the school day. Our goal is to continue implementing the Leader in Me program to help continue to sufficiently meet our learners' needs.

2. What district programs, supports, and services are designated to meet student,

classroom, leadership, and support priority growth target needs?

Leader In Me, social workers, behavioral coaches

3. Are there any major challenges not being addressed by a service, program, or activity?

Leader In Me has allowed our staff and students to embed key principles of leadership into the daily activities of the school. Three categories, Leadership, Academics, and Culture are the focal point with annual surveys assisting the district in monitoring and evaluating the program.

4. Are learners at the greatest risk of receiving prevention programs, services, and supports? If not, why?

Receiving prevention programs can have benefits and risks; it really depends on the program and the manner in which it is implemented. Also, proper training for the staff will ensure maximum effectiveness, which is our goal with the Leader in Me (LIM) program. LIM is progressive and has been proven highly effective in schools throughout the US.

5. Are there duplicate services, programs, and supports attempting to address the same challenge? If so, which are more effective and which are less so? LIM will provide coaching services and ongoing training & PDs.

### **Analysis:**

*Root Cause*



### *Summary of Root Cause Analysis:*

1. What tool(s) did you use to analyze the root cause?

We utilized surveys, teacher conversations/dialogue, focus groups, and one-to-one interviews/meetings with stakeholders including parents & students.

2. What root cause did you discover that is within your control and that you will address in your challenge statement?

Some root causes that we discovered included: social situations in the classroom, friendships/relationships/proactive & responsive actions/empathy/sympathy/restorative justice practices.

3. What supporting documentation do you have?

survey/focus groups

*Supporting Documents*

*No Documents Included*



***Challenge Statement:* If Leader In Me is implemented on a district-wide basis then the whole school community is involved and committed to promoting the social-emotional learning process and stability for the students.**



**Strategies:**

(1/3): MTSS - PBIS (Behavior)

Owner: MiCIP ADMIN Oakland

Start Date: 06/24/2023

Due Date: 06/29/2024

**Summary:** The behavior components of a Multi-Tiered System of Supports (PBIS) is a three-tiered framework that integrates data, systems and practices to improve outcomes. The data, systems and practices necessary to implement the behavior components of MTSS are defined by the PBIS Tiered Fidelity Inventory and aligned to MDE's five essential components of MTSS.

**Buildings:** All Active Buildings

**Total Budget:** \$50,000.00

- Other Federal Funds (Federal Funds)
- At Risk (31-A) (State Funds)

**Communication:**

**Method**

- School Board Meeting
- Parent Newsletter

**Audience**

- Educators
- Staff
- School Board
- Parents

**Strategy Implementation Plan Activities**

Activity	Owner	Start Date	Due Date	Status
Leader in Me Program Implementation	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET
<i>Activity Buildings: All Buildings in Implementation Plan</i>				
Professional Development in Classroom Management	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET
<i>Activity Buildings: All Buildings in Implementation Plan</i>				



(2/3): Lessons in Character

Owner: MiCIP ADMIN Oakland

Start Date: 06/24/2023

Due Date: 06/29/2024

Summary: Lessons in Character is designed to promote elementary and middle school students' knowledge about core character education values and, through that knowledge, shape children's positive behaviors and support academic success. It consists of 24 lessons organized around weekly themes, writing activities, and class projects. Teachers introduce the theme with a story that shows a value in action; students then engage that topic with a variety of activities. The program also includes daily oral language development and weekly writing assignments, optional parts of the program's implementation.

Buildings: All Active Buildings

Total Budget: \$15,000.00

- At Risk (31-A) (State Funds)

Communication:

Method

- Email Campaign
- Presentations
- District Website Update
- Parent Newsletter

Audience

- Educators
- Staff
- School Board
- Parents

Strategy Implementation Plan Activities

Activity	Owner	Start Date	Due Date	Status
Character Education Program	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET
Activity Buildings: All Buildings in Implementation Plan				

**(3/3): CHAMPS**

**Owner:** MiCIP ADMIN Oakland

**Start Date:** 06/24/2023

**Due Date:** 06/29/2024

**Summary:** CHAMPS is a proactive and positive classroom management approach. The strategies are easy to implement and will reduce classroom disruptions and office referrals, improve classroom climate, increase student on-task behavior, and establish respectful and civil interactions. By following the effective, research-based practices outlined in CHAMPS, teachers develop methods for clearly communicating their expectations on every classroom activity and transition. Expectations to clarify are: Conversation: Can students talk to each other during this activity? Help: How do students get the teacher’s attention and their questions answered? Activity: What is the task/objective? What is the end product? Movement: Can students move about during this activity? Participation: How do students show they are fully participating? What does work behavior look/sound like? Success: When students meet CHAMPS expectations, they will be successful! The key benefits of CHAMPS are that teachers establish clear expectations with logical and fair responses to misbehaviors, spend less time disciplining and more time teaching, learn tools to motivate students to do their best and students are taught how to behave responsibly.

**Buildings:** All Active Buildings

**Total Budget:** \$75,000.00

- At Risk (31-A) (State Funds)

**Communication:**

**Method**

- Presentations

**Audience**

- Educators
- Staff
- Parents

**Strategy Implementation Plan Activities**

Activity	Owner	Start Date	Due Date	Status
Recruit a Behavior Intervention to implement CHAMPS Program.	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET
<b>Activity Buildings:</b> All Buildings in Implementation Plan				

**Monitoring and Adjusting:**

**Evaluate Goal: Interim Target Measures**

Measure	Owner	Due Date	Status
Decrease by 25% for Multi-tiered behavioral data (students with 0-1, 2-5, or 6+ office discipline referrals).		06/28/2024	ONTARGET

**Impact Notes:**

**No Data Available**

**Adjust Notes:**

**No Data Available**

**Activity Status:**

*MTSS - PBIS (Behavior) Activities*

Activity	Owner	Start Date	Due Date	Status
Leader in Me Program Implementation	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET
Professional Development in Classroom Management	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET

*Lessons in Character Activities*

Activity	Owner	Start Date	Due Date	Status
Character Education Program	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET

*CHAMPS Activities*

Activity	Owner	Start Date	Due Date	Status
Recruit a Behavior Intervention to implement CHAMPS Program.	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET

**Monitoring Notes**

**Monitoring Notes: CHAMPS**

*Implementation with Fidelity - What progress are we making on implementing the selected strategy as intended? What is the evidence?:*

**No Data Available**

*Scale / Reach - What progress are we making on reaching the intended populations? What is the evidence?:*

**No Data Available**

*Capacity - What progress are we making on supporting implementation of the goal with sufficient resources? What is the evidence?:*

**No Data Available**

**Monitoring Notes: Lessons in Character**

*Implementation with Fidelity - What progress are we making on implementing the selected strategy as intended? What is the evidence?:*

**No Data Available**

*Scale / Reach - What progress are we making on reaching the intended populations?  
What is the evidence?:*

**No Data Available**

*Capacity - What progress are we making on supporting implementation of the goal with sufficient resources? What is the evidence?:*

**No Data Available**

**Monitoring Notes: MTSS - PBIS (Behavior)**

*Implementation with Fidelity - What progress are we making on implementing the selected strategy as intended? What is the evidence?:*

**No Data Available**

*Scale / Reach - What progress are we making on reaching the intended populations?  
What is the evidence?:*

**No Data Available**

*Capacity - What progress are we making on supporting implementation of the goal with sufficient resources? What is the evidence?:*

**No Data Available**

**Evaluation Status:**

*Evaluate Goal: End Target Measures*

Measure	Due Date	Status
Increase by 80% for School Climate Survey	06/29/2024	ONTARGET

*Evaluate Goal: Impact Questions and Responses*

***Fidelity - How well did we engage in our plan as intended?***

**No Data Available**

***Scale/Reach - How well did we reach the intended target population?***

**No Data Available**

***Capacity - How well did we support progress towards our goal?***

**No Data Available**

***Impact - How did student outcomes improve?***

**No Data Available**

# MICIP Portfolio Report

## Oakland International Academy

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### Goals Included

#### Active

- Improve ELA and Math Growth on M-STEP and NWEA
  - Improve SEL Proficiency
- 

### Buildings Included

#### Open-Active

- Oakland International Academy High School
- 

### Plan Components Included

#### Goal Summary

#### Data

##### Data Set

##### Data Story

#### Analysis

##### Root Cause

##### Challenge Statement

#### Strategy

##### Summary

##### Implementation Plan

##### Buildings

##### Funding

##### Communication

##### Activities

##### Activity Text

##### Activity Buildings

#### Monitoring & Adjusting

##### Activity Status

##### Monitoring Notes by Strategy

##### Note Text

##### Evidence

##### Impact Notes

##### Interim Target Measures

##### Adjustment Notes

#### Evaluation Status

##### End Target Measures

##### Impact Questions & Responses

##### Responses

##### Evidence



# MICIP Portfolio Report

## Oakland International Academy

### Improve ELA and Math Growth on M-STEP and NWEA

Status: ACTIVE

Statement: At least 75% of the students will make their annual growth targets in reading and math based on the NWEA and M-STEP.

Created Date: 06/30/2022

Target Completion Date: 06/28/2024

Data Set Name: 36% of K-10 students who met their target in 2019 did not in 2020

Name	Data Source
NWEA 2020	NWEA
NWEA 2021	NWEA

Data Story Name: 36% of K-10 students who met their target in 2019 did not in 2020

*Initial Data Analysis:* Only 25% of our student body attended school in-person. The middle school and High School (5-12) in-person students experienced hybrid instruction two days per week, while the K-4 in-person students attended every day. Many students who met their growth target in 2019 did not in 2020.

In the student survey conducted in June 2021, 84% indicated that they prefer at-school instruction and 62% are worried that they will fall behind due to the remote instruction and COVID-19 Pandemic.

*Initial Initiative Inventory and Analysis:* We offered learning pods during the 2020-2021 school year for ESL and special education students to address the ever increasing gap between the special populations and their general education peers and we provided after school tutoring for general education students. We also provided students with online programs (Rosetta Stone, Khan Academy, Imagine Learning, RAZ Kids, Spelling City, EPIC Reading, etc). for them to use outside of school hours so that they could advance at their own pace. Copious professional development occurred on each of these programs and platforms including Zoom Academy, Google Classroom, Padlet, Pear Deck and ClassKick. Our Reading Specialists, Math Coaches, Reading Coaches and ESL teachers are key personnel to address learning loss, however, all teachers are charged with catching students up with lost learning due to remote instruction and COVID-19. Our goals for the 2022-2023 school year are to have 95% of students back to learning in-person. Our teachers met in PLCs to identify what standards were covered this year and which were not due to the COVID-19 Pandemic. Then in subsequent PLCs, grade level teachers met with the next level teachers to inform them of which standards were covered this year and which were not. Data analysis and performance data is analyzed regularly in teacher PLCs and by administration. In addition to PLCs, administrators conduct Data Meetings with teachers to review progress.

*Gap Analysis:* Ideally during the school year, we want to see at least 85% of the students

meeting their growth targets but we had 80% on average meeting their targets this year. Anecdotal data showed that students who worked via remote platforms did not participate as effectively in classroom activities as the in-person students did therefore we deduced that they have larger skill gaps than those who attended in person. At OIA High School, we have data that shows that 25% of students have failed at least one class and would need credit recovery.

*District Data Story Summary:* As we come to the end of the COVID-19 Pandemic, we found that teacher competency in online and use of multimedia platforms has increased significantly, however, some teachers still struggle with the effective use of technology to increase student engagement. Students have also become more comfortable with online learning and as independent learners, however, students' are showing signs of learning loss as indicated by teacher comments during PLCs and local assessments.

The Superintendent meets with building administrators to make sure that they have the skills and competencies to address the challenges and lead with direction. Categorical monies are used to fund Reading Specialists, Math Coaches, ESL Coaches, Reading Coaches and ESL teachers to support students in push-in, pull-out and small group work. Instructional materials and supports, both online and material, are selected to address specific areas of growth and need. Teachers use data from NWEA, Fountas and Pinnell, MSTEP and the PSAT 8 to identify individual strengths and weaknesses for each student. Each student has a growth plan and growth target based on NWEA scores. Bilingual paraprofessionals work with small groups of students and push-in and pull-out of classrooms. The special education teacher, social worker and Speech Pathologist work with students based on IEPs as well as teacher and administrator referrals.

While not all challenges are met at the same level of success, no challenge is ignored. Our largest challenge remains to be our ESL population, which makes up over 70% of our student population. During the COVID-19 Pandemic, remote instruction overtook the ESL challenge, as many students disengaged from learning either due to truancy, apathy or both. There are multiple strategies and activities to address each challenge, but nonredundant in duplicity. In addition to SIOP and learning pods, we have been pulling students out on a one-to-one basis to support with the skill gaps. This strategy is showing greater merit and results are promising. In as much as some of the strategies and activities are more successful than others, each service provides multiple opportunities and means to address the area of need. Funds are identified and prioritized to address the needs from greatest to least.

#### **Analysis:**

*Root Cause*



*Summary of Root Cause Analysis:*

Student attendance, participation rates and grades were monitored and documented through the period when the school offered remote instruction due to COVID-19. In addition, staff provided qualitative data and administration and support staff met with parents and students to collect information for needs analysis. What we discovered is that students were not engaging adequately in remote instruction due to lack of structure in many households. We have provided many workshops for parents on supporting students at home but there has been significant lack in follow through. Teachers have recognized challenges that students are facing from the results of at-home learning environments such as coming late to class, not turning on cameras and getting friends and other family members to complete their work. Additionally, the skills teachers have acquired over time with in-person instruction (proximity, movement, hands-on activities, etc.) were lost talents in remote instruction. For all these reasons, learning loss continues to be our greatest concern as we emerge from the pandemic. This is supported by our NWEA data, student grades and the student perception survey. We recognize the overwhelming need to address the learning loss during remote and hybrid instruction during the COVID-19 Pandemic.

*Supporting Documents*

*No Documents Included*

*Challenge Statement:* If we want to address the learning loss of each student, then we must assess the loss of each student and individualize and target needed growth.

**Strategies:**

(1/2): MTSS - Literacy (Reading)

Owner: Dr. Randy Speck

Start Date: 08/01/2022

Due Date: 06/28/2024

**Summary:** The reading components of a Multi-Tiered System of Supports include systems to address the continuum of reading needs across the student body, evidence-based practices focused on the Big Ideas of Reading designed to improve reading outcomes for all students, and data use and analysis. These components are further defined in the Reading Tiered Fidelity Inventory, Elementary-Level Edition, and Secondary Level Edition and aligned to MDE's five essential components of MTSS.

**Buildings:** All Active Buildings

**Total Budget:** \$1,260,000.00

- Other Federal Funds (Federal Funds)
- Sec. 41 Bilingual Education Grant (Federal Funds)
- Title I Part A (Federal Funds)
- Title I Part C, Migration Education (Federal Funds)
- Title II Part A (Federal Funds)
- Title III Part A, English Learners (Federal Funds)
- Title III Part A, Immigrant Students (Federal Funds)
- Title IV Part A, Student Support & Academic Enrichment (Federal Funds)
- At Risk (31-A) (State Funds)

**Communication:**

**Method**

- School Board Meeting
- District Website Update
- Brochure

**Audience**

- Educators
- Parents

**Strategy Implementation Plan Activities**

Activity	Owner	Start Date	Due Date	Status
Hire Instructional Coach	Dr. Randy Speck	08/01/2022	06/28/2024	COMPLETE
<i>Activity Buildings: All Buildings in Implementation Plan</i>				
Hire Data and Assessment Coordinator	Dr. Randy Speck	08/01/2022	06/28/2024	COMPLETE
<i>Activity Buildings: All Buildings in Implementation Plan</i>				
Hire Six ESL Coaches	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET
<i>Activity Buildings: All Buildings in Implementation Plan</i>				
Newcomers ESL Coach	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET

Activity	Owner	Start Date	Due Date	Status
<i>Activity Buildings:</i> <ul style="list-style-type: none"> <li>• Oakland International Academy High School</li> <li>• Oakland International Academy Middle School</li> </ul>				
ILIT Licenses	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET
<i>Activity Buildings:</i> <ul style="list-style-type: none"> <li>• Oakland International Academy Elementary</li> <li>• Oakland International Academy High School</li> <li>• Oakland International Academy Middle School</li> </ul>				
Five High School Para Professionals	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET
<i>Activity Buildings:</i> <ul style="list-style-type: none"> <li>• Oakland International Academy High School</li> </ul>				

(2/2): MTSS Framework (General)

Owner: Conrad Koch

Start Date: 06/30/2022

Due Date: 06/30/2023

**Summary:** "A Multi-Tiered System of Supports (MTSS) is a comprehensive framework comprised of a collection of research-based strategies designed to meet the individual needs and assets of the whole child at all achievement levels. MTSS intentionally interconnects the education, health, and human service systems in support of learners, schools, centers, and community outcomes. The five essential components of MTSS are inter-related and complementary. Implementation of the essential components as intended provides educational settings with a framework to organize the strategies and processes needed to support successful learner outcomes. The five essential components include the following: Team-Based Leadership; Tiered Delivery System; Selection and Implementation of Instruction, Interventions and Supports; Comprehensive Screening & Assessment System; Continuous Data-Based Decision Making

*Buildings:* All Active Buildings

*Total Budget:* \$156,000.00

- Other Federal Funds (Federal Funds)
- Sec. 41 Bilingual Education Grant (Federal Funds)
- Title I Part A (Federal Funds)
- Title III Part A, English Learners (Federal Funds)
- Title III Part A, Immigrant Students (Federal Funds)
- At Risk (31-A) (State Funds)

*Communication:*

**Method**

- School Board Meeting
- Presentations
- District Website Update
- Brochure
- Social Media

**Audience**

- Community-at-Large
- Educators

*Strategy Implementation Plan Activities*

Activity	Owner	Start Date	Due Date	Status
ESL Parent Classes	Dr. Randy Speck	08/01/2022	06/30/2023	COMPLETE
<i>Activity Buildings: All Buildings in Implementation Plan</i>				
Parent Engagement	Dr. Randy Speck	08/01/2022	06/30/2023	COMPLETE
<i>Activity Buildings: All Buildings in Implementation Plan</i>				

**Monitoring and Adjusting:**

*Evaluate Goal: Interim Target Measures*

Measure	Owner	Due Date	Status
Decrease by 50% for NWEA 2021		06/27/2024	ONTARGET
Decrease by 50% for NWEA 2020		06/28/2024	ONTARGET

*Impact Notes*

Date	Note	Author
06/30/2022	Seventy-six percent of our students participated in in-person learning during the 2021-22 school year. Twenty-four percent were on a remote learning platform. Eighty percent of the student met their Fountas-Pinnell growth target and an average of seventy-five percent of students met their NWEA goal. As per the plan, by year one fifty percent of learning loss were recovered and we met this part of the plan.	Conrad Koch

*Adjust Notes:*

No Data Available

*Activity Status:*

*MTSS - Literacy (Reading) Activities*

Activity	Owner	Start Date	Due Date	Status
Hire Instructional Coach	Dr. Randy Speck	08/01/2022	06/28/2024	COMPLETE
Hire Data and Assessment Coordinator	Dr. Randy Speck	08/01/2022	06/28/2024	COMPLETE
Hire Six ESL Coaches	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET
Newcomers ESL Coach	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET
ILIT Licenses	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET
Five High School Para Professionals	Dr. Randy Speck	08/01/2022	06/28/2024	ONTARGET

*MTSS Framework (General) Activities*

Activity	Owner	Start Date	Due Date	Status
ESL Parent Classes	Dr. Randy Speck	08/01/2022	06/30/2023	COMPLETE

Activity	Owner	Start Date	Due Date	Status
Parent Engagement	Dr. Randy Speck	08/01/2022	06/30/2023	COMPLETE

### Monitoring Notes

#### Monitoring Notes: MTSS - Literacy (Reading)

*Implementation with Fidelity - What progress are we making on implementing the selected strategy as intended? What is the evidence?:*

**No Data Available**

*Scale / Reach - What progress are we making on reaching the intended populations? What is the evidence?:*

**No Data Available**

*Capacity - What progress are we making on supporting implementation of the goal with sufficient resources? What is the evidence?:*

**No Data Available**

#### Monitoring Notes: MTSS Framework (General)

*Implementation with Fidelity - What progress are we making on implementing the selected strategy as intended? What is the evidence?:*

**No Data Available**

*Scale / Reach - What progress are we making on reaching the intended populations? What is the evidence?:*

**No Data Available**

*Capacity - What progress are we making on supporting implementation of the goal with sufficient resources? What is the evidence?:*

**No Data Available**

### Evaluation Status:

#### Evaluate Goal: End Target Measures

Measure	Due Date	Status
Decrease by 75% for NWEA 2021	06/28/2024	ONTARGET
Decrease by 75% for NWEA 2021	06/28/2024	ONTARGET

#### Evaluate Goal: Impact Questions and Responses

**Fidelity - How well did we engage in our plan as intended?**

**No Data Available**

**Scale/Reach - How well did we reach the intended target population?**

No Data Available

***Capacity - How well did we support progress towards our goal?***

No Data Available

***Impact - How did student outcomes improve?***

No Data Available

## Improve SEL Proficiency

Status: ACTIVE

Statement: Stakeholder surveys will show positive perception approval ratings of at least 80% in the three areas (Leadership, Academic, Culture) of the MRA survey by June, 2024.

Created Date: 06/14/2023

Target Completion Date: 06/29/2024

Data Set Name: SEL & Behaviors Copy

Name	Data Source
School Climate Survey	District Determined
OIA MS MRA Data	District Determined
OIA HS MRA Data	District Determined

Data Story Name: SEL & Behaviors Copy

*Initial Data Analysis:* This report contains information gathered through the Measurable Results Assessment (MRA; See Figure 1), a validated survey used annually to collect, analyze, and report on student, staff, family, and school-level outcomes. The MRA is an important tool for starting larger conversations about the school's growth in leadership, culture, and academics. For this reason, the scores within this report serve as a way to celebrate progress and inform decisions on where to effectively focus time and resources.

*Initial Initiative Inventory and Analysis:* At the conclusion of the pandemic, there was an immediate need to provide social and emotional learning opportunities for students. The District Mission states: "Students of all backgrounds will achieve academic growth and proficiency both at grade level and beyond to prepare them for college and career goals." This academic mission is aligned with our curriculum and instructional goals. Now we must include a non-academic goal of ensuring the emotional and social well-being and health of our students. This is paramount in the aftermath of learning on a virtual platform during a pandemic school year.

The individuals involved in implementation are: Principal/Building Leader/Administrators (Deans & Administrative Assistants), Teachers/Paraprofessionals/ESL Coaches/Reading Coaches/Math Support/All Specials Teachers, Interventionists/Special Education Teachers/Speech & Language professionals/Social Workers/School Counselors, Families–Nuclear & Extended family members and Students–All K-12

The expected outcome is to equip students with the tools needed to improve social skills such as self-regulation, self-management, making responsible decisions, having social awareness & promoting relationship skills. Additionally, with these improved skill sets, academic achievement is expected. Students will develop greater efficacy in their ability to self-monitor their progress using specific strategies. Overall, with consistency in universal design and approaches to learning, we will continue to grow and cultivate a positive school culture.

The evidence is from anecdotal evidence/notes that were observed and recorded by teachers. There was also informal communication from parents to teachers about their student's emotional well-being at home. We are expanding the implementation of Social Emotional Learning on a schoolwide basis; the Leader in Me program will fulfill our goals and intentions of creating a more positive school culture.

Total cost for Leader in Me - \$27,000 for K-8, and \$25,000 for High School. The source of funding is the Esser funds.

As part of the MICIP process, we are committed to monitoring and adjusting to ensure that our plans can succeed. Using various strategies such as quality assurances (reports), cross-checks, PLCs, team meetings, quarterly reports, mid-year reports, pre- and post-surveys, and PD feedback forms, we will regularly monitor and assess the implementation process.

Regarding professional development, LightHouse training in August with the Leadership team and an assigned Coach to work with our staff. Other training opportunities: Leader in Me PD, Leader in Me Coaching Service, cross-training, & weekly PLCs with building leaders.

*Gap Analysis:* An overwhelming majority of our Oakland International Academy K-12 students were prevented from attending face-to-face classes due to COVID-19. Our students, parents, and educators shared a common concern: When the pandemic subsides, students will return to school with lower achievement. There are also concerns that the gap between high- and low-achieving students will grow larger. This has caused anxiety in our students and their parents according to current survey data and home-school communication. Given the need to address these concerns, we analyzed test scores to make informed projections of how learning losses will impact our students in the upcoming school year. Ultimately, our goal is to assist the school community to manage the social and emotional welfare of the students and to include SEL in the educational process to maintain a positive learning environment.

Some challenges we faced included teachers attempting to adapt content for an online platform while parents were juggling employment, unemployment, and childcare issues. The students faced isolation, had anxiety about contracting a deadly virus, and felt uncertain about the future. In countless ways the situation was unprecedented, therefore, it is vital that we as a school community implement Social and Emotional Learning programs for the benefit of the students, families, and school staff. As we came back into full time in-person learning there was a strong and immediate need to have a goal and focus on key aspects of social-emotional learning.

*District Data Story Summary:* 1. What strengths have been uncovered? What growth edges have been identified? What learner needs are going unmet or not being met adequately/sufficiently?

In the past school year, we included 15-minute mini-lessons that were clustered around SEL utilizing a universal design & common language in the school. Starting classes in a positive way, we observed that students began to manage and cope better during the school day. Our goal is to continue implementing the Leader in Me program to help continue to sufficiently meet our learners' needs.

2. What district programs, supports, and services are designated to meet student,

classroom, leadership, and support priority growth target needs?

Leader In Me, social workers, behavioral coaches

3. Are there any major challenges not being addressed by a service, program, or activity?

Leader In Me has allowed our staff and students to embed key principles of leadership into the daily activities of the school. Three categories, Leadership, Academics, and Culture are the focal point with annual surveys assisting the district in monitoring and evaluating the program.

4. Are learners at the greatest risk of receiving prevention programs, services, and supports? If not, why?

Receiving prevention programs can have benefits and risks; it really depends on the program and the manner in which it is implemented. Also, proper training for the staff will ensure maximum effectiveness, which is our goal with the Leader in Me (LIM) program. LIM is progressive and has been proven highly effective in schools throughout the US.

5. Are there duplicate services, programs, and supports attempting to address the same challenge? If so, which are more effective and which are less so? LIM will provide coaching services and ongoing training & PDs.

### ***Analysis:***

*Root Cause*



*Summary of Root Cause Analysis:*

1. What tool(s) did you use to analyze the root cause?

We utilized surveys, teacher conversations/dialogue, focus groups, and one-to-one interviews/meetings with stakeholders including parents & students.

2. What root cause did you discover that is within your control and that you will address in your challenge statement?

Some root causes that we discovered included: social situations in the classroom, friendships/relationships/proactive & responsive actions/empathy/sympathy/restorative justice practices.

3. What supporting documentation do you have?

survey/focus groups

*Supporting Documents*

*No Documents Included*



*Challenge Statement:* If Leader In Me is implemented on a district-wide basis then the whole school community is involved and committed to promoting the social-emotional learning process and stability for the students.



**Strategies:**

(1/3): MTSS - PBIS (Behavior)

Owner: MiCIP ADMIN Oakland

Start Date: 06/24/2023

Due Date: 06/29/2024

**Summary:** The behavior components of a Multi-Tiered System of Supports (PBIS) is a three-tiered framework that integrates data, systems and practices to improve outcomes. The data, systems and practices necessary to implement the behavior components of MTSS are defined by the PBIS Tiered Fidelity Inventory and aligned to MDE's five essential components of MTSS.

**Buildings:** All Active Buildings

**Total Budget:** \$50,000.00

- Other Federal Funds (Federal Funds)
- At Risk (31-A) (State Funds)

**Communication:**

**Method**

- School Board Meeting
- Parent Newsletter

**Audience**

- Educators
- Staff
- School Board
- Parents

*Strategy Implementation Plan Activities*

Activity	Owner	Start Date	Due Date	Status
Leader in Me Program Implementation	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET
<i>Activity Buildings: All Buildings in Implementation Plan</i>				
Professional Development in Classroom Management	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET
<i>Activity Buildings: All Buildings in Implementation Plan</i>				



(2/3): Lessons in Character

Owner: MiCIP ADMIN Oakland

Start Date: 06/24/2023

Due Date: 06/29/2024

Summary: Lessons in Character is designed to promote elementary and middle school students' knowledge about core character education values and, through that knowledge, shape children's positive behaviors and support academic success. It consists of 24 lessons organized around weekly themes, writing activities, and class projects. Teachers introduce the theme with a story that shows a value in action; students then engage that topic with a variety of activities. The program also includes daily oral language development and weekly writing assignments, optional parts of the program's implementation.

Buildings: All Active Buildings

Total Budget: \$15,000.00

- At Risk (31-A) (State Funds)

Communication:

Method

- Email Campaign
- Presentations
- District Website Update
- Parent Newsletter

Audience

- Educators
- Staff
- School Board
- Parents

Strategy Implementation Plan Activities

Activity	Owner	Start Date	Due Date	Status
Character Education Program	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET
Activity Buildings: All Buildings in Implementation Plan				



(3/3): CHAMPS

Owner: MiCIP ADMIN Oakland

Start Date: 06/24/2023

Due Date: 06/29/2024

**Summary:** CHAMPS is a proactive and positive classroom management approach. The strategies are easy to implement and will reduce classroom disruptions and office referrals, improve classroom climate, increase student on-task behavior, and establish respectful and civil interactions. By following the effective, research-based practices outlined in CHAMPS, teachers develop methods for clearly communicating their expectations on every classroom activity and transition. Expectations to clarify are: Conversation: Can students talk to each other during this activity? Help: How do students get the teacher's attention and their questions answered? Activity: What is the task/objective? What is the end product? Movement: Can students move about during this activity? Participation: How do students show they are fully participating? What does work behavior look/sound like? Success: When students meet CHAMPS expectations, they will be successful! The key benefits of CHAMPS are that teachers establish clear expectations with logical and fair responses to misbehaviors, spend less time disciplining and more time teaching, learn tools to motivate students to do their best and students are taught how to behave responsibly.

**Buildings:** All Active Buildings

**Total Budget:** \$75,000.00

- At Risk (31-A) (State Funds)

**Communication:**

**Method**

- Presentations

**Audience**

- Educators
- Staff
- Parents

**Strategy Implementation Plan Activities**

Activity	Owner	Start Date	Due Date	Status
Recruit a Behavior Intervention to implement CHAMPS Program.	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET
<i>Activity Buildings: All Buildings in Implementation Plan</i>				

**Monitoring and Adjusting:**

*Evaluate Goal: Interim Target Measures*

Measure	Owner	Due Date	Status
Decrease by 25% for Multi-tiered behavioral data (students with 0-1, 2-5, or 6+ office discipline referrals).		06/28/2024	ONTARGET

*Impact Notes:*

**No Data Available**

*Adjust Notes:*

**No Data Available**

*Activity Status:*

*MTSS - PBIS (Behavior) Activities*

Activity	Owner	Start Date	Due Date	Status
Leader in Me Program Implementation	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET
Professional Development in Classroom Management	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET

*Lessons in Character Activities*

Activity	Owner	Start Date	Due Date	Status
Character Education Program	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET

*CHAMPS Activities*

Activity	Owner	Start Date	Due Date	Status
Recruit a Behavior Intervention to implement CHAMPS Program.	MiCIP ADMIN Oakland	06/24/2023	06/29/2024	ONTARGET

**Monitoring Notes**

**Monitoring Notes: CHAMPS**

*Implementation with Fidelity - What progress are we making on implementing the selected strategy as intended? What is the evidence?:*

**No Data Available**

*Scale / Reach - What progress are we making on reaching the intended populations? What is the evidence?:*

**No Data Available**

*Capacity - What progress are we making on supporting implementation of the goal with sufficient resources? What is the evidence?:*

**No Data Available**

**Monitoring Notes: Lessons in Character**

*Implementation with Fidelity - What progress are we making on implementing the selected strategy as intended? What is the evidence?:*

**No Data Available**

*Scale / Reach - What progress are we making on reaching the intended populations?  
What is the evidence?:*

**No Data Available**

*Capacity - What progress are we making on supporting implementation of the goal with sufficient resources? What is the evidence?:*

**No Data Available**

**Monitoring Notes: MTSS - PBIS (Behavior)**

*Implementation with Fidelity - What progress are we making on implementing the selected strategy as intended? What is the evidence?:*

**No Data Available**

*Scale / Reach - What progress are we making on reaching the intended populations?  
What is the evidence?:*

**No Data Available**

*Capacity - What progress are we making on supporting implementation of the goal with sufficient resources? What is the evidence?:*

**No Data Available**

**Evaluation Status:**

*Evaluate Goal: End Target Measures*

<b>Measure</b>	<b>Due Date</b>	<b>Status</b>
Increase by 80% for School Climate Survey	06/29/2024	ONTARGET

*Evaluate Goal: Impact Questions and Responses*

***Fidelity - How well did we engage in our plan as intended?***

**No Data Available**

***Scale/Reach - How well did we reach the intended target population?***

**No Data Available**

***Capacity - How well did we support progress towards our goal?***

**No Data Available**

***Impact - How did student outcomes improve?***

**No Data Available**

**SCHEDULE 6  
CURRICULUM**

These attachments should include a summary of courses/subjects required for each grade, and Pacing Guides, Curriculum Maps, and/or concepts addressed. All high school curriculum must include physical education and health.

Michigan Department of Education Public School Academies Unit  
CURRICULUM REQUIREMENTS  
OAKLAND INTERNATIONAL ACADEMY

### CURRICULUM REQUIREMENTS

In accordance with applicable law and the Contract Terms and Conditions, including Article VI, Section 6.4, the school shall implement, deliver, and support the Curriculum identified in Schedule 6. The submission is required to include a detailed written curriculum by grade or level covering each subject/course to be taught and represent a focused, coherent and rigorous learning agenda. At a minimum, the subjects to be taught, as required by law, shall include English language arts, mathematics, science, social studies, physical education and health for kindergarten through grade eight. High school programs are required to offer a course of study that meets the Michigan Merit Curriculum ([MCL 380.1278a](#), [380.1278b](#)).

The school's curricular submission must meet the following requirements. The curriculum will:

- Demonstrate a logical sequence of learning objectives aligned to state and national standards;
- Outline instructional resources and tools;
- Provide the essential vocabulary for each content area; and
- Specify the methods of assessment.

Specific Health requirements including, but not limited to:

- Health education ([MCL 380.1169](#), [380.1502](#) and [380.1170](#));
- Dangerous communicable diseases, including, but not limited to HIV/AIDS ([MCL 380.1169](#)); and
- Sex education, if it is part of the school's curriculum ([MCL 380.1506](#) and [380.1507](#)).

Other considerations:

- If the curriculum is web-based, the school is required to provide all necessary **login** and **password** information such that a representative of the MDE Public School Academies Unit may review the curriculum in its entirety;
- Within the curricular document, include a citation to the specific standard(s) to which the curriculum is aligned;
- Complete the course matrix (p 3 & 4), listing all the courses offered per grade or level; and
- Submit the written curriculum in a consistent format and as separate course documents clearly identified by school name, course title, and grade or level.

### NON-CORE CURRICULUM REQUIREMENTS

Non-core curriculum is to be submitted in the same format as the core curriculum. The same template is required to be used, with a curricular document submitted for each grade, level and subject offered. As with the core curriculum, all non-core courses must be explicitly aligned with the state or national standards, representing a focused, coherent and rigorous learning agenda.

#### Health and Physical Education

Health curriculum must address the Michigan health education requirements ([MCL 380.1170](#) and [380.1502](#)) including the teaching of dangerous communicable diseases ([MCL 380.1169](#) and [380.1170](#)).

- If the school board adopts the Michigan Model for Health, only a module checklist is required.

Michigan Department of Education Public School Academies Unit  
CURRICULUM REQUIREMENTS  
OAKLAND INTERNATIONAL ACADEMY

- Physical education curriculum is required for each grade or level. Participation in extracurricular athletics at the high school level may constitute successful completion of this requirement ([MCL 380.1502](#)).

### **Visual, Performing and Applied Arts**

A written curriculum must be submitted for each visual art, music, dance or theater course offered for each grade or level. The curriculum is required to explicitly indicate alignment to the Michigan Academic Standards. If state standards are not available for a given subject, alignment to national or international standards should be considered and referenced within the document. The standards can be accessed at: [Michigan Merit Curriculum: Visual Arts, Music, Dance, and Theatre](#).

### **World Languages**

A written curriculum must be submitted for each world language course offered for each grade or level. World language is required for high school graduation. Students can meet this requirement by completing two years of a world language in grades nine through 12 or by completing an equivalent learning experience in grades kindergarten through eight, meeting all state proficiency requirements. The Michigan World Language Standards and Benchmarks can be accessed at:

[Michigan Merit Curriculum: World Languages Standards and Benchmarks](#).

### **Technology and Online Learning Experience**

A written curriculum must be submitted for each technology course offered for each grade or level. Technology curriculum must align to the Michigan Integrated Technology Competencies for Students (MITECS) 2017. These standards can be accessed at: [Michigan Integrated Technology Competencies for Students](#).

- If the online learning experience requirement for high school graduation is integrated into courses, submit documentation showing fulfillment of the online learning experience.

## **ADDITIONAL RESOURCES**

Common Core State Standards Initiative / [www.corestandards.org](http://www.corestandards.org)

Michigan Department of Education Public School Academies Unit  
 CURRICULUM REQUIREMENTS  
 OAKLAND INTERNATIONAL ACADEMY

Academy	Oakland International Academy
Curriculum Contact	<a href="#">Dr. Azra Ali</a>
Title	Superintendent
Email	azra.ali@emanschools.net
Phone	2483277673

Web-based curriculum maps can be found on the following site: <https://emaninc.rubiconatlas.org/>  
 username is [authorizer.access@emanschools.net](mailto:authorizer.access@emanschools.net) password is **quality**

<https://www.imaginelearning.com/wp-content/uploads/2023/12/EDG-Course-Catalog.pdf>

<https://drive.google.com/drive/search?q=course%20catalog>

<https://catalog.hfcc.edu/catalog-archive/2023-2024/courses/>

**ELEMENTARY COURSES:**

Indicate all subjects/courses that will be offered, changing the course title to reflect the Academy courses.

- Mark with an "X" the grade or level the course will be offered.
- A written curriculum must be submitted for each course that is offered at the Academy.

Non-core courses are not required to be included on the course matrix for kindergarten through eighth grade.

Course	K	1	2	3	4	5	6	7	8
Language Acquisition	X	X	X	X	X	X	X	X	X
Mathematics	X	X	X	X	X	X	X	X	X
Science	X	X	X	X	X	X	X	X	X
Social Studies	X	X	X	X	X	X	X	X	X
Health	X	X	X	X	X	X	X	X	X
Physical Education	X	X	X	X	X	X	X	X	X
Reading	X	X	X	X	X	X	X	X	X
Writing	X	X	X	X	X	X	X	X	X
Arabic	X	X	X	X	X	X	X	X	X
Fine Arts	X	X	X	X	X	X	N/A	N/A	N/A
Computer Application	X	X	X	X	X	X	X	X	X

Michigan Department of Education Public School Academies Unit  
CURRICULUM REQUIREMENTS  
OAKLAND INTERNATIONAL ACADEMY

**HIGH SCHOOL COURSES:**

Indicate all subjects/courses that will be offered including the grade offered, adjusting course names to reflect Academy offerings. A written curriculum must be submitted for each course that is offered at the Academy. Michigan Merit Curriculum minimum requirements are identified on the below course matrix. Additional lines should be added, as needed.

\*If students are not required to take a course at a specific grade level, indicate by using the word "any."

\*\*Virtual Courses are any courses that are delivered using a web-based provider. List the course titles (attach additional pages as necessary); provide a password and login for verification.

\*\*\*Off-Campus Courses: List the titles of all off-campus offerings (attach additional pages as necessary); submit a course description document with the curriculum submission.



Michigan Department of Education Public School Academies Unit  
CURRICULUM REQUIREMENTS  
OAKLAND INTERNATIONAL ACADEMY

		Dual Enrollment Psychology	
		Dual Enrollment Sociology	
		Dual Enrollment CIS	
		Dual Enrollment Intro to Business	
		Dual Enrollment Principles of Micro Econ	
		Dual Enrollment Intro to Humanities	
		Dual Enrollment Speech	

**SCHEDULE 7**  
**JOB DESCRIPTIONS/STAFF RESPONSIBILITIES**  
**AND ESP MANAGEMENT AGREEMENT**

- Including requirements for staff certifications, where called for by applicable law.
- Including ESP Management Agreement.

# **School Community Liaison Job Description**

**Job Title: School/Community Liaison**

**Supervisor: School Building Principal**

## **Job Summary**

The School Community Liaison is a person who connects the school to parents and students and is there to help students succeed. To do this, they need to maintain positive relationships between the school and families.

## **Essential Duties**

- Make phone calls and home visits as assigned to identified students and families.
- Assist counselors and teachers in communicating with the parents of students who are having attendance and academic problems in school.
- Share information regarding attendance gained from pupil accounting, counselor(s), and teachers of identified students.
- Assist in verifying absences of students.
- Perform community outreach for the purpose of obtaining donations of goods and services for students and their families.
- Link students and their families with community resources.
- Work cooperatively and tactfully with the public and co-workers.
- Set up home visits and office meetings with parents
- Organize community events and activities that support families, such as open houses, etc.
- Drive an automobile as directed.
- Perform other duties as assigned.

## **Job Specifications**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodation may be made to enable individuals with disabilities, who are otherwise qualified, to perform the essential functions.

## **Skills/Qualifications**

### **Knowledge of**

- English & Arabic
- Interpersonal skills using tact, patience, and courtesy.
- Available community resources both public and private.
- Basic computer skills with applications such as MS Word, MS Excel etc.
- General office procedures and office machines (computer, fax, and copier).
- English/Arabic usage, grammar, spelling, punctuation, and vocabulary.

Oakland International Academy  
Superintendent  
Job Description

Employed by: Education Management & Networks, Inc. (EMAN)

Reports to: EMAN CEO

Oversees: Administrators, Teachers, Other Staff

Schedule: Exempt Employee

The Superintendent is responsible for Implementing the Academic program of the District; for the general administration of all teaching, learning and instruction of the District; and for advising and making recommendations to the CEO with respect to such activities. He/She shall perform all the duties and accept all of the responsibilities usually required of a Superintendent as prescribed by Education Management and Networks (EMAN), the Educational service Provider contracted with by the Board.

1. Primary Activities

The Superintendent shall possess the following powers and be charged with the following duties:

1. To be the chief academic officer of the District, with the right to speak on all matters before the CEO and the Board of directors of OIA when directed by EMAN to do so.
2. To enforce all provisions of law and all rules and regulations relating to the management of the schools and other educational, social and recreational activities under the direction of EMAN and the Contract between EMAN and the Board.

2. Responsibilities

1. Keep the CEO informed of the condition of the District's educational system; assure effective communication between the CEO and the staff of the school system. Relay all communications by the CEO regarding personnel to district employees and receive from all school personnel any communications directed to the CEO.
2. Prepare and submit recommendations to the CEO relative to all matters requiring CEO action, placing before the CEO such necessary and helpful facts, information, and reports as are needed to insure the making of informed decisions.
3. Develop and recommend to the CEO objectives of the educational system; see to the development of internal objectives which support those of the School Board.
4. Develop and recommend to the CEO long-range plans consistent with population trends, cultural needs, and the appropriate use of District facilities, and see to the development of long-range plans which are consistent with Board objectives.

5. See to the development of specific administrative procedures and programs to implement the intent established by Board and EMAN policies, directives and formal actions.
6. See to the execution of all decisions of the CEO.
7. See that sound plans of organization, educational programs and services are developed and maintained for the School.
8. Provide for the optimum use of the staff of the District. See that the District is staffed with competent people who are delegated authority commensurate with their responsibilities. Define the duties of all personnel.
9. See that appropriate in-service training is conducted.
10. Prior to action by the CEO, recommend the appointment, discipline or termination of employment of the administrators of the District.
11. Prior to action by the CEO, recommend the appointment, discipline or termination of employment of teaching and non-teaching personnel of the District.
12. See to the development throughout the District of high standards of performance in educational achievement, use and development of personnel, public responsibility, and operating efficiency.
13. File, or cause to be filed, all reports, requests and appropriations as required by various governing bodies and/or Board policies.
14. Establish and maintain liaison with community groups which are interested or involved in the educational programs of the District.
15. Act on own discretion in cases where action is necessary on any matter not covered by CEO policy or directive. Report such action to the CEO as soon as practicable and recommend policy in order to provide guidance in the future.
  1. Work with the CEO to develop appropriate programs and policies, upon either the recommendation of the EMAN CEO or the initiative of the Board of Education.

#### 16. *Administrators*

1. Hold regular meetings with Building Principals, Coordinators/Directors and all other administrators to discuss progress and educational problems facing the District.
2. Direct the operations and activities of administrators; see that they effectively guide and coordinate the operations and activities of the educational system; secure their assistance in formulating internal objectives, plans and programs; evaluate their job performance; and stand ready at all times to render them advice and support.

#### 17. *Others*

1. Work with other EMAN employees and advisors, including auditors, architects, attorneys, consultants and contractors.

2. Hold such meetings with teachers and other employees as is necessary for the discussion of matters concerning the improvements and welfare of the schools.
3. Represent the District before the public, and maintain, through cooperative leadership, both within and without the District, such a program of public relations as may keep the public informed as to the activities, needs and successes of the District.
4. Receive all complaints, comments, concerns and criticisms regarding the operation of the District from the public, employees of the District, students and Board members.



## **Learning Services Coach**

*Reports to Mr. Saber, Daily and Dr. Ali, Weekly*

*Oversees: Teachers*

*Schedule: Monday-Friday Central Office; Tuesday AM Rounds; Wednesday PM Rounds*

*Funding: ESSER II: Temporary Position to Address Learning Loss*

### **MINIMUM QUALIFICATIONS**

1. Master's degree with courses in educational administration, evaluation, testing, planning or instruction, Ed.D or Ph.D preferred. Urban school experience is desirable.
2. Evidence of management skills, which include success in critical thinking, problem solving, excellence in communication (particularly with staff, students, and parents) and demonstrated leadership experience.
3. Evidence of successful experience in planning and directing programming including budget development.

### **SCOPE OF RESPONSIBILITIES**

Provide leadership, support and evaluation of curricular programs and the system of instruction that foster high levels of academic achievement and college readiness for all students. Additionally, this position coordinates and monitors all district professional development.

### **PERFORMANCE RESPONSIBILITIES**

Monday-Wednesday School Visits—Monday-CLA, Tuesday OIA K-8, Wednesday OIA HS/NDA; Thursday and Friday Central Office.

- NWEA, MSTEP, SAT/PSAT, WIDA Data Analysis and Professional Development
- MTSS Monitoring
- Learning Loss Recovery Plans
- Student Data Meetings with school leaders.
- Manage and evaluate student data—PS/BAA/WIDA/College Board.
- Oversee Remote Learning Plans
- Develop and implement after-school programs.
- Support with technology integration.
- Provide coaching and mentoring to staff members.
- Lead professional development activities during PD and PLC Days.
- Lead Leader in Me Initiatives

**Deliverables:** Team Leadership Efficacy (smooth operations), Academic Achievement—goals TBD, Enrollment and Enrichment goals; Cooperative and Collaborative District Culture (qualitative surveys).

**Position:** Staff Improvement Coach  
**Employed by:** Education Management & Networks (www.emaninc.com)  
**Reports to:** School Principal and Superintendent/CEO  
**Schedule:** Calendar Year: 12 Months

**Required Experience:** Minimum of 5 years experience as a school principal. Central Office experience preferred.

- **Salary:** Negotiable
- **Benefits:**
  - Performance Bonus
  - Medical
  - Dental
  - Vision
  - Short Term Disability
  - 401K Matching
- **Job Summary:**

The Staff Improvement Coach promotes and maintains high student achievement by providing curricular and instructional leadership, assists in the maintenance of overall school site operations as they pertain to academics and student achievement; receiving, distributing and communicating information to enforce school, EMAN and State policies; maintaining a safe school environment; coordinating site activities and communicating information to staff, students, parents and community members.

**Required Knowledge, Skills and Abilities:**

- Thorough understanding of school operations
- Ability to coordinate campus support operations
- Working knowledge of curriculum and instruction
- Ability to observe instructional program and teaching effectiveness and provide feedback
- Ability to coordinate campus functions
- Ability to interpret data

**Essential Duties and Responsibilities:**

- Coordinates and participates in the selection of personnel (e.g. certificated staff, support staff) for the purpose of recommending qualified candidates for employment
- Assists in the development of committees (e.g. curriculum, safety, site advisory, special site committees) for the purpose of coordinating activities, encouraging communication and assisting that outcomes achieve school, EMAN, State and/or Federal objectives

- Participates as a member of the EMAN Leadership team in addition to other EMAN committees for the purpose of providing and receiving information and making decisions
- Participates in meetings, workshops and seminars for the purpose of conveying and/or gathering information required to perform job functions
- Presents information on various topics for the purpose of communication and gaining feedback from staff, students, parents and the community
- Provides, coordinates and evaluates staff development for the purpose of communicating information and strategies for improving instruction and school services
- Observe teaching methods and examine instructional materials in order to evaluate and standardize curricula and teaching techniques, and to determine areas where improvement is needed
- Evaluate curricula, teaching methods, and programs to determine their effectiveness, efficiency and utilization, and implement changes as appropriate
- Collaborate with the administrative team and teachers to develop and maintain curriculum standards, mission statements, and to set performance goals and objectives
- Assists in implementing policy and procedures
- Strong organizational, communication, public relations, and interpersonal skills
- Maintains professional and friendly demeanor
- Is capable of managing time efficiently
- Demonstrate ability to multi-task effectively
- Works well with a variety of students, administrators, and parents
- Exhibits ability to remain polite and calm when dealing with troublesome students or frustrated parents
- Performs related duties as required and requested by supervisor

### **Qualifications**

- Must have Master's Degree with Educational Leadership from an accredited college or university.
- Strong leadership skills, strong administrative skills, managerial skills, service oriented, good under pressure, excellent oral and written communication skills, assistance with day-to-day operations.

## President – Management Company / CEO Job Description

Funding/Division: General Funds

Job Title: President – Management Company / Chief Executive officer

Reports to: Authorizing Body; Board of Directors

### GENERAL DESCRIPTION

The Chief Executive Officer (CEO) is responsible for the effective operation of the Academy; general administration of all instructional, business or other operations of the Academy; and for advising and making recommendations to the Board of Education with respect to such activities. He shall perform all the duties and accept all of the responsibilities usually required of a Superintendent as prescribed by the Education Laws of The State of Michigan, the rules and regulations of the Board of Regents and Commissioner of Education, laws and regulations of the U S, statutes of The State of Michigan, and the policies, rules, and regulations established by the Board of Education. As president, he will provide leadership for all employees of the management company.

### PRIMARY DUTIES

- The chief executive officer (CEO) of the Academy has the right to speak on all matters before the Board but not to vote.
- To enforce all provisions of law and all rules and regulations relating to the management of the schools and other educational, social and recreational activities under the direction of the Board.
- Keep the Board informed of the condition of the Academy's educational system; assure effective communication between the Board and the staff of the school system. Relay all communications by the Board regarding personnel to Academy employees and receive from all school personnel any communications directed to the Board.
- Submit to the Board a clear and detailed explanation of any proposed procedure that would involve either departure from established policy or the expenditure of substantial sums.
- Develop and recommend to the Board objectives of the educational system; see to the development of internal objectives which support those of the Board.
- Develop and recommend to the Board long-range plans consistent with population trends, cultural needs, and the appropriate use of Academy facilities, and see to the development of long-range plans which are consistent with Board objectives.
- See to the development of specific administrative procedures and programs to implement the intent established by Board policies, directives and formal actions.
- See to the execution of all decisions of the Board.
- See that sound plans of organization, educational programs and services are developed and maintained for the Board.
- Maintain adequate records for the schools, including a system of financial accounts, business and property records, personnel records, school population and scholastic records. Act as custodian of such records and all contracts, securities, documents, title papers, books of records, and other papers belonging to the Board.
- Be directly responsible for news releases and/or other items of public interest emanating from all Academy employees that pertain to education matters, policies, procedures, school related incidents or events. Approve media interviews of this nature with Academy employees.
- Provide for the optimum use of the staff of the Academy. See that the Academy is staffed with competent people who are delegated authority commensurate with their responsibilities. Define the duties of all personnel.
- See that appropriate in-service training is conducted. Summon employees of the Academy to attend such regular and occasional meetings as are necessary to carry out the educational programs of the Academy.
- Prior to action by the Board, recommend the appointment, discipline or termination of employment of the administrators of
- See to the development throughout the Academy of high standards of performance in educational achievement, use and development of personnel, public responsibility, and operating efficiency.
- See that effective relations with employee organizations are maintained, assume ultimate responsibility for collective negotiations with employees of the Academy
- See that the development, authorization, and the maintenance of an appropriate budgetary procedure is properly administered. Prepare the annual proposed budget and submit it to the Board by May 1 or at such earlier date as is necessary to provide an adequate opportunity for the Board's discussion and deliberation.
- See that all funds, physical assets, and other property of the Academy are appropriately safeguarded and administered.
- File, or cause to be filed, all reports, requests and appropriations as required by various governing bodies and/or Board policies.
- Establish and maintain liaison with community groups which are interested or involved in the educational programs of the Academy.
- Establish and maintain liaison with other school Academies, BOCES, the State Education Department, colleges and

Funding/Division: General Funds

Job Title: President – Management Company / Chief Executive officer

Reports Authorizing Body; Board of Directors

universities, and the U.S. Department of Education.

- Act on own discretion in cases where action is necessary on any matter not covered by Board policy or directive. Report such action to the Board as soon as practicable and recommend policy in order to provide guidance in the future.
- Provide direction from the top down in the development and implementation of curriculum and instruction so as to meet State AYP requirements.
- Negotiate contracts for all employees.
- Approve contracts with the Board of Directors.
- Design, approve and implement budget.
- Increase enrollment and quality of academic achievement.
- Prepare various financial reports.
- Stay abreast of new laws and make sure school is compliant.
- Represent the management company in key issues with the school community so as to provide communication and public relations when needed.
- Represent the management company in executive meetings with key authorizer representatives or State MDE representatives.

### ATTITUDE REQUIREMENTS

- Flexibility and willingness to juggle numerous tasks at once;
- Positive attitude
- Willingness to learn new skills as required
- Follow directions and work independently

### REQUIREMENTS

This is an Executive position. Skills needed :

- Minimum Master's Degree in Business, Education or related field
- Has to have the ability for problem solving,
- goal oriented
- Multi-tasker
- Ability to analyze complex situations
- Leadership of varying levels of staff
- Professional certifications as required by law.

NOTE: This job description is **not** intended to be all-inclusive of the complete list of responsibilities or skills required. It is intended to describe the general nature and level of work being performed. *The employee* may perform other related duties as negotiated to meet the ongoing needs of the organization.

By signing below, I confirm that I have read and understood the job description.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

## Director- Business Operations and Compliance Job Description

Funding/Division: General Funds

Job Title: Director Business Operations and Compliance

Reports to President- Management Company

### GENERAL DESCRIPTION

General responsibility is to oversee the daily operation of the school as a whole; assisting Building Principal as needed, plan and/or schedule Professional Development, oversee operation of the Student Information System, track attendance, and track all State and Local ISD reporting compliances.

### PRIMARY DUTIES

- Oversee daily operation of all school buildings;
- Assist Principals in solving building problems as requested;
- Make sure all school are in compliance with state/ federal laws and regulations
- Documentation of policies and procedures,
- Selection of staff and procurement of talent.
- Human resource activities as needed
- Represent the management company at State, Authorizer and ISD meetings as needed; also applicable to meetings regarding anything pertinent to the school;
- Assist in budget preparation;
- Manage all MEG's applications and year end reporting;
- Oversee management of Student Information System;
- Assist in Identifying professional development and schedule for start of school year as well as throughout the year;
- Prepare agenda and meeting minutes for bi-weekly Administrator meetings and facilitate the meetings;
- Handle all Board business as directed from the Superintendent.
- Prepare and deliver oral and written monthly management company reports to Board of Directors; Also includes year in review report;
- Prepare Annual Report for Publication according to MDE guidelines, for approval of Board of Directors;
- Prepare management company documentation as needed, such as processes and procedures, job descriptions, correspondence, school forms, etc.
- Prepare yearly seat hours calendar for submission to ISD; Documentation of said calendar through the year as changes are needed and approved by Board; end of year detailed documentation to ISD on the DS4168;
- Ensure MDE submissions are completed by year end deadlines, including SID, REP, SRSD, FID and GAD;
- Year end submissions to Authorizer, specifically drill logs, playground inspection log and any applicable grant reporting;
- Any other projects/ tasks as requested.

## ATTITUDE REQUIREMENTS

- Flexibility and willingness to juggle numerous tasks at once;
- Positive attitude
- Willingness to learn new skills as required
- Follow directions and work independently

## REQUIREMENTS

- Bachelor's Degree in Education or Business Administration; Master's Degree in Education or Business Administration preferred;
- Some experience with schools, either in the classroom or in an administrative capacity;
- Must be able to attend evening Board meetings as scheduled;
- Professional certifications as required by law.

NOTE: This job description is **not** intended to be all-inclusive of the complete list of responsibilities or skills required. It is intended to describe the general nature and level of work being performed. *The employee* may perform other related duties as negotiated to meet the ongoing needs of the organization.

By signing below, I confirm that I have read and understood the job description.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

## Assistant Superintendent- Education and Academic Services Job Description

Funding/Division: General Funds

Job Title: Assistant Superintendent- Education and Academic Services

Reports to CEO; Management Company: Board of Directors

### GENERAL DESCRIPTION

To provide leadership in strategic planning, curriculum development, research and evaluation, exceptional student education, student services, career, community, and technical education, instructional media and technology, federal programs, and staff development.

### PRIMARY DUTIES

- Maintain a close working relationship with school-based and Academy-level administrators to ensure information exchange, coordination of efforts, and general support for the decision-making process.
- Maintain communication with other agencies and school Academics to share and receive information on effective programs and practices.
- Report on the status of curriculum and instructional programs and services, including assessment and evaluation information, at the request of the CEO.
- Initiate the development of programmatic goals and instructional objectives on a Academy wide basis within the scope of School Board policy, administrative direction, assessed student needs, and operational constraints.
- Assist in organizational analysis and development.
- Assist in the development of policies and administrative guidelines for curriculum and instructional services.
- Establish a systemic approach to curriculum and instructional planning, development, implementation, and evaluation.
- Assist the CEO in Academy-wide planning to link the curriculum and instructional program and the use of financial and human resources to the Academy's goals and objectives.
- Provide leadership, oversight, and direction for the overall activities of planning all Academy instructional and non -instructional support programs.
- Provide Guidance for school improvement.
- Exercise proactive leadership in promoting the vision and mission of the Academy.
- Provide oversight and direction for cooperation planning with other agencies.
- Provide leadership for a collaborative team to ensure that curriculum and instructional initiatives are student focused and aligned with the Academy's mission and beliefs and school goals and improvement plans.
- Keep well informed about current trends in curriculum and best instructional practices.
- Attend meetings and conferences which promote professional growth and will benefit the Academy.
- Promote and support professional development for self and others.
- Direct the overall development, coordination, implementation and evaluation of all Academy curriculum and instructional support programs.
- supervise the development and implementation of Academy performance standards and Michigan Curriculum Framework
- Provide leadership in identifying and acquiring appropriate teaching materials, textbooks, and equipment.
- Assist with the development of educational specifications and school design.
- Assist in interpreting programs, policies, and philosophy of the Academy to staff, students, and community.
- Assist with the recruitment, selection, and placement of instructional and administrative personnel.
- Maintain good public relations with parents, business, and community groups to provide information and receive feedback.
- Serve as a liaison between the State Education Department and the instructional staff of the Academy in communicating and planning program requirements of state statutes, Board of Regents rules, and Commissioner of Education regulations, and mandated federal programs.
- Exhibit confidence and commitment to the vision and mission of the Academy.
- Monitor all curriculum and instructional services.

### ATTITUDE REQUIREMENTS

Funding/Division: General Funds

Job Title: Assistant Superintendent- Education and Academic Services

Reports to CEO; Management Company: Board of Directors

- Flexibility and willingness to juggle numerous tasks at once;
- Positive attitude
- Willingness to learn new skills as required
- Follow directions and work independently

## REQUIREMENTS

This is an Executive position. Skills needed :

- Master's Degree from an accredited educational institution.
- Professional certifications as required by law;
- Experience in public school administration or public school Academy administration.
- Experience in leadership of curriculum and instruction.

NOTE: This job description is **not** intended to be all-inclusive of the complete list of responsibilities or skills required. It is intended to describe the general nature and level of work being performed. *The employee* may perform other related duties as negotiated to meet the ongoing needs of the organization.

By signing below, I confirm that I have read and understood the job description.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Building Administrator/ Principal

Funding/Division: General Funds

Job Title: Building Administrator/ Principal

Reports to President- Management Company

### **GENERAL DESCRIPTION**

The purpose of this position is to organize and administer the School to meet the educational needs of the students, their families, and the community as stated in the Board of Director's policies, administrative regulations and curriculum. Responsibilities include the leadership for curriculum and program development, the organization and supervision of all certified and non-certified personnel assigned to the Administrator and the operation of the facilities in which the school is housed.

### **PRIMARY DUTIES**

- Report directly to the President of the Management company for direction concerning the organization, operation and supervision of instruction, staff and program;
- Oversee the development of a master schedule of instruction that meets the student's needs through the efficient and proper utilization of staff;
- Oversee the utilization and coordination of the professional staff and services of supporting buildings and/or agencies;
- Oversee the supervision and evaluation of certified staff and non-certified staff and evaluate efforts of staff toward achieving school improvements and strategic goals and objectives;
- Assist in the recruitment of personnel;
- Prepare monthly building reports that detail specific activities of the building;
- Provide mentoring to all staff but more specifically less experienced certified staff and communicate effectively all expectations and operational procedures;
- Oversee the development and evaluation of the curriculum programs and materials for students in all grades;
- Be knowledgeable of and able to interpret laws, regulations, statutes, rules and policies regulating Public School Academies;
- Keep abreast of changes and developments in the field of Education;
- Assess needs of the building and assist in facilitation of professional development that best meets the needs of the building staff members and the needs of the respective students
- Meet with Parents as needed regarding specific student issues such as behavior problems, IEP's and retention;
- Effectively build teams within the building, organize school committees and facilitate a positive working environment;
- Oversee the maintenance of records necessary for completing school, authorizer and state reports and for reporting student attendance and academic progress;
- Oversee staff in their efforts to maintain a safe, orderly and effective learning environments;
- Seek and assist in the organization of Parental involvement and support of the school;
- Prepare and administer budgets and related business procedures.
- Other duties as assigned.

Funding/Division: General Funds  
Job Title: Building Administrator/ Principal  
Reports to: President- Management Company

### ATTITUDE REQUIREMENTS

- Flexibility and willingness to perform multiple tasks at once;
- Positive attitude
- Willingness to learn new skills as required
- Follow directions and work independently
- Desire to promote the School in a positive light and exceed minimum requirements to ensure success of the school and its students.

### REQUIREMENTS

- Minimum of Master's Degree in Education, Curriculum or Administration;
- Professional certifications as required by law;
- Previous experience in operations administration and/or leadership;
- Ability of handle numerous tasks simultaneously;
- Self-starter but willingness to collaborate with building staff and fellow Building Administrator/ Principals located at associated school buildings;
- Ability to provide leadership in educational planning;
- Ability to organize and administer personnel, program and facility use;
- Ability to promote effective relationships with students, staff and community;
- Ability to function effectively in a management team and work within the strategic planning process;
- Knowledge of the growth and maturation patterns of elementary and secondary students;
- Ability to communicate professionally and effectively, including oral and written communications to all stakeholders;
- Criminal background check.

NOTE: This job description is **not** intended to be all-inclusive of the complete list of responsibilities or skills required. It is intended to describe the general nature and level of work being performed. *The employee* may perform other related duties as negotiated to meet the ongoing needs of the organization.

By signing below, I confirm that I have read and understood the job description.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

## Building Administrative Assistant Job Description

Funding/Division: General Funds  
Job Title: Administrative Assistant  
Reports to: Building Principal/ Administrator

### GENERAL DESCRIPTION

The Building Administrative Assistant is responsible for the Main Office area. They are responsible for implementing visitation policies and assuring an appropriate office environment that is conducive to a school system.

### PRIMARY DUTIES

- Answer incoming calls and direct to appropriate personnel;
- Maintain cleanliness in the main office area;
- Assist visitors and ensure School policies are implemented;
- Make announcements as needed;
- Process enrollment forms and withdrawals according to prescribed enrollment and withdrawal policies set forth by the district;
- Light secretarial duties including faxing, typing, filing, sorting, school mailings and copying as needed by the Building Administrator;
- Interact professionally with all staff members, parents, and visitors;
- Track daily student attendance
- MSDS submissions, MICR submissions and other State reporting as assigned.
- Assist the principal in the smooth operation of the building day-to-day and as such perform tasks as assigned by the principal
- Other duties as assigned

### ATTITUDE REQUIREMENTS

- Flexibility and willingness to juggle numerous tasks at once;
- Positive attitude
- Willingness to learn new skills as required
- Follow directions and work independently

### REQUIREMENTS

- Minimum High School Diploma or G.E.D., or equivalent;
- Self-Starter
- Experience in school office environment
- High level of computer literacy including but not limited to Microsoft Word, Excel, PowerPoint, MSDS, Internet access;
- Criminal records clearance

NOTE: This job description is **not** intended to be all-inclusive of the complete list of responsibilities or skills required. It is intended to describe the general nature and level of work being performed. *The employee* may perform other related duties as negotiated to meet the ongoing needs of the organization.

By signing below, I confirm that I have read and understood the job description.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Funding/Division: Section 31A

Job Title: Intervention Counselor

Reports to Building Principal/ Administrators

### GENERAL DESCRIPTION

An Intervention Counselor provides support services to students, staff, and parents. Support is designed to address the needs of those students whose specific behavioral and attendance issues are interfering with their academic success. Intervention Counselor will work collaboratively with students, parents and teachers to determine the source of the behavioral issues; create behavior modification plans; and track progress. Support services include referrals, one-on-one and group counseling, assessment, diagnostics, report writing and record keeping. This work takes place at the school site, in other public buildings, and in private residences.

### PRIMARY DUTIES

- Provides direct support service to individual students with behavior and attendance issues and periodic small groups
- Completes assessments, referrals, and counseling with students and families.
- Maintains accurate and comprehensive record keeping for each student served with high level of detail of issues, strategies used, progress and final dispositions of said students.
- Oversees implementation of XX School's Behavior Guidance program and manages the program once implemented.
- Consults with other professional staff and outside agencies and other organizations as needed to address issues of the specific students
- Completes home visits and assessments.
- Develops and maintains family outreach programs and community partnerships.
- Serves as a member of the family support team and other school based teams.
- Completes written reports as needed or as requested by Principal.
- Completes reports as required by Federal, State and local agencies.
- Conduct professional development workshop on identifying at-risk students.
- Interview students and families.
- Make oral presentations of assessments, diagnostics, home visits, and observations.
- Maintain high levels of student confidentiality at all times.

### ATTITUDE REQUIREMENTS

- Flexibility and willingness to juggle numerous tasks at once;
- High level of professionalism
- Positive attitude
- Willingness to learn new skills as required
- Follow directions and work independently

### REQUIREMENTS

- Masters degree (preferred) in field of social services, including MDE certification in K-8 School Counseling

NOTE: This job description is **not** intended to be all-inclusive of the complete list of responsibilities or skills required. It is intended to describe the general nature and level of work being performed. *The employee* may perform other related duties as negotiated to meet the ongoing needs of the organization.

By signing below, I confirm that I have read and understood the job description.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

## Certified Teacher

Funding/Division: General Funds; Title funds where applicable.

Job Title: Certified Teacher

Reports to Building Administrator/ Principal

### GENERAL DESCRIPTION

The purpose of this position is for the delivery of high quality instruction at respective grade levels and/or specific subject matter and to assist the building administrator/ principal in meeting all the educational needs of the students, their families, and the community as stated in the Board of Director's policies, administrative regulations and curriculum. Responsibilities include the collaboration with all staff in the development of high quality curriculum and program development and SIP as well as collaborate at grade level and building level so as to address needs at the specific level.

### PRIMARY DUTIES

- Review, and modify established and approved pacing guides and curriculum maps at the start of the school year and update as needed throughout the school year, in alignment with the MDE Curriculum Framework, Grade Level Content Expectations (GLCE) and in alignment with OIA's established and approved goals and procedures;
- Implement and follow said curriculum;
- Prepare daily lesson plans based the MDE GLCE and formatted according to the established SIOP methods and submit to building principal as required;
- Independent classroom management ensuring a safe and orderly environment for the delivery of instruction;
- High levels of communication with all parents of respective students; clearly and timely communicating standards, achievements and deficiencies to students and parents;
- Teach good study habits;
- Student assessments according to established and approved methods and reporting of data from said assessments;
- Participate in SIP planning as well a membership in at least (2) collaborative teams (communication team, math team, PIC team, etc.)
- Maintain complete and accurate student academic and disciplinary records;
- Ordering and maintaining appropriate levels of textbooks, instructional materials and equipment;
- Following the letter and the spirit of Governing Board policies and directives from the Principal;
- Cooperate with staff from the Management Company, Principals and all other employees, parents and community members for the common goal of delivering high quality instruction and meeting State Standards;
- Setting an example of intellectual curiosity, critical thinking, self-motivation and self-discipline for students; and modeling professionalism, competence, honesty, integrity, personal responsibility and respect for others in every aspect of the job.
- Attend weekly staff meetings and PD as planned.
- Maintain a positive attitude and be an ambassador for the school, EMAN, Inc., parents of OIA students and the community.
- Other duties as assigned.

Funding/Division: General Funds; Title funds where applicable.

Job Title: Certified Teacher

Reports to Building Administrator/ Principal

### **ATTITUDE REQUIREMENTS**

- Flexibility and willingness to perform multiple tasks at once;
- Positive attitude
- Willingness to learn new skills as required
- Follow directions and work independently
- Desire to promote the School in a positive light and exceed minimum requirements to ensure success of the school and its students.

### **REQUIREMENTS**

- Minimum of Bachelor's Degree and valid MDE teaching certification for assigned grade/subjects taught;
- Ability of handle numerous tasks simultaneously;
- Punctual and good attendance;
- Self-starter but willingness to collaborate with building staff and Building Administrator/ Principals located at associated school buildings;
- Ability to participate in educational planning;
- Ability to promote effective relationships with students, staff and community;
- Ability to communicate professionally and effectively, including oral and written communications to all stakeholders;
- Basic technology proficiency in Word, Excel, and PowerPoint;
- Criminal background check.

NOTE: This job description is **not** intended to be all-inclusive of the complete list of responsibilities or skills required. It is intended to describe the general nature and level of work being performed. *The employee* may perform other related duties as negotiated to meet the ongoing needs of the organization.

## Certified Teacher

Funding/Division: General Funds; Title funds where applicable.

Job Title: Certified Special Education Teacher- SE Coordinator

Reports to Building Administrator/ Principal

### GENERAL DESCRIPTION

Employees in this job function as professional permanent certified special education teachers, completing a variety of assignments to teach students with special needs and perform evaluations for those students referred for SE services. SE teachers will work collaboratively with regular classroom teachers and outside contractors as needed to establish the most effective educational plans for all SE students and ensure compliance with all SE laws. This is the experienced level. The employee performs a full range of professional special education teaching assignments in a full-functioning capacity. Considerable independent judgment is used to make decisions in carrying out assignments that have significant impact on services or programs. Guidelines may be available, but require adaptation or interpretation to determine appropriate courses of action.

### PRIMARY DUTIES

- Participates in teacher training, as required.
- Selects appropriate texts, learning aids, materials, and supplies.
- Creates and maintains student records, and prepares reports relative to the work.
- Performs related work as assigned.
- Maintains student IEP records and prepares reports and correspondence related to the work.
- Plans and participates in extra-curricular student and staff activities.
- Teaches desirable study, work and recreational habits by providing pupils with opportunities for which they are best suited.
- Develops suitable curricula and effective teaching methods based on assessment of students' needs.
- Stays current with State and Federal laws;
- Prepares, adapts, and delivers instructional material.
- Teaches follows inclusion model
- Develops educational plans for the individual student.
- Supervises students in classrooms, school buildings and social-curricular activities.
- Evaluates students' academic and behavioral progress and meets with stakeholders as needed to facilitate student needs are met by all;
- Monitors and schedules all testing;

### ATTITUDE REQUIREMENTS

- Flexibility and willingness to perform multiple tasks at once;
- Dedicated to working with At-Risk student populations
- Positive attitude
- Willingness to learn new skills as required
- Follow directions and work independently
- Desire to promote the School in a positive light and exceed minimum requirements to ensure success of the school and its students.

## REQUIREMENTS

- Minimum of Bachelor's Degree and Possession of current Michigan teaching certificate (or equivalent) with a special education endorsement in autism, cognitive impairment, emotional impairment, learning disabilities, physical education for students with disabilities, physical or other health impairment, speech and language impairment, and/or visual impairment.
- Ability of handle numerous tasks simultaneously;
- Ability to maintain discipline and to get along well and develop rapport with handicapped children.
- Ability to interpret the results of tests.
- Ability to prepare examinations to test the attainment of students.
- Ability to maintain favorable public relations.
- Ability to communicate effectively with others.
- Ability to maintain records, and prepare reports and correspondence related to the work.
- Ability to prepare lesson plans and organize a meaningful instructional program.
- Considerable knowledge of instructional methods applicable to the field of specialization.
- Considerable knowledge of subjects and activities required in the field of specialization.
- Considerable knowledge of the principles and practices of teaching.
- Ability to evaluate critically the educational achievements of students and to give assignments according to their interests and ability.
- Considerable knowledge of current literature, trends and sources of information in the field of education.
- Considerable knowledge of the texts, materials, supplies and equipment necessary in carrying out educational or recreational programs.
- Punctual and good attendance;
- Self-starter but willingness to collaborate with building staff and Building Administrator/ Principals located at associated school buildings;
- Basic technology proficiency in Word, Excel, and PowerPoint;
- Criminal background check.

NOTE: This job description is **not** intended to be all-inclusive of the complete list of responsibilities or skills required. It is intended to describe the general nature and level of work being performed. *The employee* may perform other related duties as negotiated to meet the ongoing needs of the organization.

Social Worker

Funding/Division: Section 31A/ General Funds

Job Title: School Social Worker

Reports to Building Principal

### **GENERAL DESCRIPTION**

The School Social Worker's primary responsibilities are helping students and families make the best use of available opportunities and resources for fully developing each student's individual potential. The School Social Worker also provides the necessary professional skills to assist students and communities in problem solving and conflict resolution in a safe and healthy manner.

The School Social Worker brings an understanding of the psychosocial development of children and of the influences of family, community, and culture as they interact with the educational process and operates under the following premises: 1) that schools are most successful when they can be responsive and responsible partners with families and communities in fostering academic, social and emotional development of children; 2) that parental involvement with the school is essential to create positive academic and social outcomes for students; and 3) that social justice and equal opportunity for all students and families will increase educational attainment and enhance the educational experience for everyone.

### **PRIMARY DUTIES**

#### **Direct Services with Students:**

- Conduct assessment of student needs and assets
- Promote parental involvement in the school and facilitate parent groups
- Promote and provide supports to ensure regular school attendance
- Conduct home visits and conduct family needs and assets assessments
- Promote and support empowerment of/advocacy for students and families
- Assist families with the interpretation of school policies and procedures
- Provide individual counseling and facilitate group counseling
- Provide crisis intervention services
- Participate in the evaluation of special education placements
- Participate in the development of behavioral modification plans
- Provide short/long-term case management services to individual students
- Provide necessary and appropriate services/ referrals to community agencies and coordinate services with those agencies
- Coordinate services with other disciplines within the school
- Participate in the identification and resolution of school-wide/community needs
- Serve as a liaison between the school/family/community
- Report suspected child abuse/neglect

#### **Program Planning and Evaluation:**

- Conduct individual and/or system-wide surveys to assess the school and/or community needs
- Implement appropriate programs, groups and initiatives to target at-risk populations (according to the assessment)
- Plan individual school and/or system-wide programs to promote a positive and caring school climate
- Collaborate with community agencies to coordinate services within the school system

#### **Advocacy:**

- Advocate for school environments to operate in the best interests of children
- Encourage and support parents involvement in the school

#### **Professional Practice, Development and Management:**

- Adhere to the values and ethics of the social work profession and use the NASW Standards for School Social Work Services and Code of Ethics as guides in decision-making model professional behaviors that contribute to addressing the needs of students, families, and the school community.
- Keep abreast of current community resources and determine how these resources may be beneficial to the student, her/his family, and the family's involvement in the academic process
- Understand, and practice in accordance with, federal, state, and local laws, statutes, and/or policies that relate to students and families; such as, child protection/child abuse, special education, attendance, education rights and privacy
- Assume responsibility for her/his own continued professional development
- Maintain accurate and appropriate case records and documentation

### **ATTITUDE REQUIREMENTS**

Funding/Division: Section 31A/ General Funds

Job Title: School Social Worker

Reports to Building Principal

- Flexibility and willingness to juggle numerous tasks at once;
- Positive attitude
- Willingness to learn new skills as required
- Follow directions and work independently

## REQUIREMENTS

- Masters degree in school social work from an accredited school of social work and valid MDCH Social Worker license.
- One or more years experience in a school setting or social agency
- Excellent written and verbal communication skills.
- Strong commitment to social justice and family empowerment
- Strong interpersonal skills; ability to collaborate well.
- Solid knowledge of social work practice: strong assessment, interview and counseling skills.
- Ability to prioritize work assignments, manage time efficiently and work independently.
- Strong knowledge of governmental and private organizations and community resources.

NOTE: This job description is **not** intended to be all-inclusive of the complete list of responsibilities or skills required. It is intended to describe the general nature and level of work being performed. *The employee* may perform other related duties as negotiated to meet the ongoing needs of the organization.

I, signing below, I confirm that I have read and understood the job description.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

## School & Community Relations/ Title I Coordinator Job Description

Funding/Division: Title I

Job Title: Title I Coordinator

Reports to Administrative team, including Education Manager, Principal and Assistant Principal.

### GENERAL DESCRIPTION

Coordinate district Title I initiatives and performs tasks as needed to facilitate full implementation of Title I initiatives, including ensuring compliance with Title I requirements specified in NCLB Act and implementation of said requirements for the district.

### PRIMARY DUTIES

- Coordinate the district wide Title I program; All buildings are now School-wide Title I
- Coordinate professional development for Para-professional within the district; including off-site PD and on-site Para-Professional PD meetings;
- Participates in State and ISD Title I sponsored events in order to receive updates and new information on changes occurring in NCLB and Title I;
- Assists in Title I program improvement requirements as needed and as applicable;
- Assist in developing budgets with Administrative team and Para-Professional;
- Complies and maintains written records and reports on results of the Title I program and disseminates this information to the appropriate agencies, parents and professional staff;
- Evaluates requests for Title I equipment, supplies and materials;
- Tracks all Title I equipment for audit purposes;
- Coordinates and develops building/ district Parent involvement activities including PIC meetings and activities;
- Schedules monthly meetings with Title I staff to review policy, procedure and teaching methods within the program;
- Holds an annual meeting of Title I activities, and the minutes of said meeting are disseminated to parents of students being served;
- Send out communication to parents about Title I requirements, including translation;
- Assist with the Title I requirements;
- Assists with Title I comparability requirements;
- Articulates and interprets Title I regulations in order to inform others in the district;
- Ensures that Title I requirements specified in the NCLB Act are implemented in all buildings.
- Other duties as assigned by supervisors

### ATTITUDE REQUIREMENTS

Funding/Division: Title I

Job Title: Title I Coordinator

Reports to Administrative team, including Education Manager, Principal and Assistant Principal.

- Flexibility and willingness to juggle numerous tasks at once;
- Positive attitude
- Willingness to learn new skills as required
- Follow directions and work independently

## REQUIREMENTS

Skills needed :

- Minimum Bachelor's Degree; Master's Degree preferred
- Has to have the ability for problem solving
- goal oriented
- Multi-tasker
- Ability to analyze complex situations
- Proficient in written communication and verbal communication in meetings and presentations.

NOTE: This job description is **not** intended to be all-inclusive of the complete list of responsibilities or skills required. It is intended to describe the general nature and level of work being performed. The employee may perform other related duties as negotiated to meet the ongoing needs of the organization.

By signing below, I confirm that I have read and understood the job description.

me: \_\_\_\_\_ Date: \_\_\_\_\_

## Title I Paraprofessional Job Description

Funding/Division: Title IA  
Job Title: Paraprofessional  
Reports to Building Principal; Title I Coordinator (for PD only)

### GENERAL DESCRIPTION

For the purposes of Title I, Part A, a paraprofessional is an employee of OIA who provides instructional support in a program supported with Title I, Part A funds. The Title I paraprofessional serves as part of an Instructional Team along with teachers and related services personnel in assisting in the design, implementation and evaluation of program activities to ensure high levels of learning and performance for identified students.

### PRIMARY DUTIES

- Provide one-on-one tutoring if such tutoring is scheduled at a time when a student would not otherwise receive instruction from a teacher,
- Provide instructional assistance in a computer laboratory
- Provide instructional support services under the direct supervision of a highly qualified teacher. [Title I, Section 1119]
- Act as a translator,
- Monitor and assist playgrounds, lunchrooms, etc.; as needed.
- Assist in conducting parental involvement activities.
- Help mainstream identified students.
- Serve as a Testing Proctor when formal assessments are administered.
- Keep a daily performance log.

### ATTITUDE REQUIREMENTS

- Maintain student and family confidentiality.
- Use a cooperative approach by working as an effective team member.
- Exhibit sensitivity and understanding of individual and cultural differences.
- Provide an appropriate role model for students in areas of dress, language, and behavior.
- Participate in ongoing professional development specific to classroom needs.

### EDUCATION REQUIREMENTS

At least one of the following:

- Earned at least 60 hours of post-secondary education credit hours
- Obtained an associate's (or higher) degree ; or
- Met a rigorous standard of quality and be able to demonstrate, through a formal State or local academic assessment (Work Keys), knowledge of and the ability to assist in instructing, reading, writing, and mathematics (or, as appropriate, reading readiness, writing readiness, and mathematics readiness).

NOTE: This job description is **not** intended to be all-inclusive of the complete list of responsibilities or skills required. It is intended to describe the general nature and level of work being performed. *The employee* may perform other related duties as negotiated to meet the ongoing needs of the organization.

By signing below, I confirm that I have read and understood the job description. I also understand that I am a title I Para-professional paid by title I funds.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Oakland International Academy

Certified Reading Specialist



Funding/Division: Section 31A

Job Title: Certified Reading Specialist

Reports to Building Principal/ Administrators

### **GENERAL DESCRIPTION**

A Reading Specialist is a specially trained professional who is primarily responsible for coaching school wide teachers on the implementation of evidence-based reading instructional practices to improve reading achievement at the school and perform pull-out services to select students who require intensive intervention. The Reading Specialist will provide high-level literacy support for members of the school community that is consistent with and fulfills the requirements of the OIA's mission and SIPs'. The Reading Specialist in this role works closely with the Principal, general education teachers, and parents to accomplish the goals outlined in the school's SIP.

### **PRIMARY DUTIES**

- Upon completion of assessments and collaboration with General Education teachers, reading specialist will pull students in groups for intensive work to improve reading skills.
- Provide professional development on strategies that may further the development of general education teachers and improve student reading proficiency.
- Assist general education teachers in the assessment of students reading proficiency levels to create guided reading groups, identify students who require intensive reading intervention and work with general education teacher to create a collaborative plan for addressing the needs of those students being pulled out;
- Work with general education teachers to create and implement a fixed schedule to meet with said students who require intensive reading intervention, that causes the least interference with general classroom activities;
- Create lesson plans according to OIA established guidelines and submit to Principals as required;
- Assess student progress and provide periodic reports on data collected on students with said assessments;
- Monitor and provide feedback on adequacy of adopted reading programs and make suggestions on addition resources that may improve reading proficiency district wide.
- Communicate with Administrators, general education teachers and parents regularly regarding student progress.

### **ATTITUDE REQUIREMENTS**

- Flexibility and willingness to juggle numerous tasks at once;
- Positive attitude
- Willingness to learn new skills as required
- Follow directions and work independently



Funding/Division: Section 31A  
Job Title: Certified Reading Specialist  
Reports to: Building Principal/ Administrators

## REQUIREMENTS

- Masters in reading, education, special education, or related field
- Three to five years prior K-5 teaching experience, K-3 preferred; preference for individuals with experience in varied positions, including reading teacher and classroom teacher
- Valid MDE Reading Specialist certification
- Experience and skill as a coach or mentor for adults on literacy related topics
- Excellent communication skills
- Deep understanding of evidence-based reading research and practices for teaching K-3 reading and assessing student progress toward achievement of benchmarks as documented in coursework and experience as a teacher of reading

NOTE: This job description is **not** intended to be all-inclusive of the complete list of responsibilities or skills required. It is intended to describe the general nature and level of work being performed. *The employee* may perform other related duties as negotiated to meet the ongoing needs of the organization.

By signing below, I confirm that I have read and understood the job description.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

## Dean of Students

Funding/Division General Funds; Grant funds where applicable (31A, Title 1A).

Job Title: Dean of Students

Reports to : Building Administrator/ Principal

### **GENERAL DESCRIPTION**

Under the direction of the principal, serves as a member of the administrative staff in the middle school. Provides support to the principal and to other members of the management team in all areas of site administration, with emphasis upon pupil personnel services.

### **PRIMARY DUTIES**

- Effectively manages student discipline.
- Coordinates or assists in coordinating other student programs, extra- curricular activities and clubs.
- Coordinates support services for students in the areas of counseling, academics, student behavior, or other concerns as appropriate; and refers students as needed.
- Communicates with parents through a variety of means; holds conferences as needed to discuss individual student's progress and school programs; coordinates Parent Education activities.
- Provides supervision for students during out-of-class activities (i.e. yard duty, special events, etc.)
- Gathers appropriate data to demonstrate accomplishments of the annual objectives and elements of the job description.
- Assist in the identification of students who may need additional assistance emotionally, academically or in family matters and develop interventions that will lead to improved student achievement
- Develop and monitor successful interventions for low achieving students
- Assist in all SIP activities as it pertains to students behavior
- Assist in the gathering and development of student academic data and assist teachers in utilizing said data to guide instruction.
- Assist with a school-wide discipline program and work with all stakeholders (parents, school personnel and Principal) to develop intervention programs to improve behavior.
- Development and implementation of school restructuring programs, consensus and team building
- Performs other duties as assigned.

Funding/Division General Funds; Grant funds where applicable (31A, Title 1A).

Job Title: Dean of Students

Reports to : Building Administrator/ Principal

### ATTITUDE REQUIREMENTS

- Flexibility and willingness to juggle numerous tasks at once;
- Positive attitude
- Willingness to learn new skills as required
- Follow directions and work independently
- Ability to communicate well and to apply leadership skills within a shared decision-making model.
- Ability and willingness to follow directions given and to perform assigned duties in accordance with applicable guidelines, policies and procedures.
- Sound educational philosophy and instructional competence.

### REQUIREMENTS

- Bachelor's Degree in education; Master's Degree in Education preferred;
- Three to five years prior teaching experience; preference for individuals with experience in varied positions, including reading teacher and classroom teacher
- Excellent communication skills
- Criminal Background checks
- Deep understanding of evidence-based educational research and practices for teaching and assessing student progress toward achievement of benchmarks as established by the district and MDE

NOTE: This job description is **not** intended to be all-inclusive of the complete list of responsibilities or skills required. It is intended to describe the general nature and level of work being performed. *The employee* may perform other related duties as negotiated to meet the ongoing needs of the organization.



Food Services Manager

Funding/Division: General Funds

Job Title: Food Services Manager

Reports to President- Management Company

### GENERAL DESCRIPTION

The Food Services Manager is responsible for sourcing meals for the students that are nutritional, satisfying and complies with State and Federal Guidelines.

### PRIMARY DUTIES

- Report directly to the President of the Management company for direction concerning the organization, operation and supervision of instruction, staff and program;
- Oversee the development of a master schedule of instruction that meets the student's needs through the efficient and proper utilization of staff;
- Oversee the utilization and coordination of the professional staff and services of supporting buildings and/or agencies;
- Oversee the supervision and evaluation of certified staff and non-certified staff and evaluate efforts of staff toward achieving school improvements and strategic goals and objectives;
- Assist in the recruitment of personnel;
- Prepare monthly building reports that detail specific activities of the building;
- Provide mentoring to all staff but more specifically less experienced certified staff and communicate effectively all expectations and operational procedures;
- Oversee the development and evaluation of the curriculum programs and materials for students in all grades;
- Be knowledgeable of and able to interpret laws, regulations, statutes, rules and policies regulating Public School Academies;
- Keep abreast of changes and developments in the field of Education;
- Assess needs of the building and assist in facilitation of professional development that best meets the needs of the building staff members and the needs of the respective students
- Meet with Parents as needed regarding specific student issues such as behavior problems, IEP's and retention;
- Effectively build teams within the building, organize school committees and facilitate a positive working environment;
- Oversee the maintenance of records necessary for completing school, authorizer and state reports and for reporting student attendance and academic progress;
- Oversee staff in their efforts to maintain a safe, orderly and effective learning environments;
- Seek and assist in the organization of Parental involvement and support of the school;
- Prepare and administer budgets and related business procedures.



Funding/Division: General Funds  
Job Title: Food Services Manager  
Reports to: President- Management Company

### ATTITUDE REQUIREMENTS

- Flexibility and willingness to perform multiple tasks at once;
- Positive attitude
- Willingness to learn new skills as required
- Follow directions and work independently
- Desire to promote the School in a positive light and exceed minimum requirements to ensure success of the school and its students.

### REQUIREMENTS

- Minimum of Master's Degree in Education, Curriculum or Administration;
- Previous experience in operations administration and/or leadership;
- Ability of handle numerous tasks simultaneously;
- Self-starter but willingness to collaborate with building staff and fellow Building Administrator/ Principals located at associated school buildings;
- Ability to provide leadership in educational planning;
- Ability to organize and administer personnel, program and facility use;
- Ability to promote effective relationships with students, staff and community;
- Ability to function effectively in a management team and work within the strategic planning process;
- Knowledge of the growth and maturation patterns of elementary and secondary students;
- Ability to communicate professionally and effectively, including oral and written communications to all stakeholders;
- Criminal background check.

NOTE: This job description is **not** intended to be all-inclusive of the complete list of responsibilities or skills required. It is intended to describe the general nature and level of work being performed. *The employee* may perform other related duties as negotiated to meet the ongoing needs of the organization.

By signing below, I confirm that I have read and understood the job description.

Name: \_\_\_\_\_ Date: \_\_\_\_\_



Oakland International Academy

Guidance Counselor

Funding/Division: Section 31A

Job Title: Guidance Counselor

Reports to Building Principal/ Administrators

### GENERAL DESCRIPTION

A Guidance Counselor provides support services to students, staff, and parents. Support services include referrals, counseling, assessment, diagnostics, and report writing. This work takes place at the school site, in other public buildings, and in private residences. Additional responsibilities include student rostering/scheduling, maintaining individual student Education Plans, MEAP/ ACT/ MME/ ELPA testing coordination etc. This is a twelve (12) month position.

### PRIMARY DUTIES

- Responsible for middle school scheduling
- Responsible for testing coordination for MEAP, ACT, MME and ELPA.
- Provides direct support service to individual students, small groups, and classrooms.
- Completes assessments, referrals, and counseling with students and families.
- Oversees implementation of XX Schools program. Consults with other professional staff and outside agencies and other organizations.
- Completes home visits and assessments.
- Develops and maintains family outreach programs and community partnerships.
- Serves as a member of the family support team and other school based teams.
- Completes written reports as needed or as requested by Principal.
- Other duties as assigned
- Provide direct service to students in the classroom at least once per week.
- Completes reports as required by Federal, State and local agencies.
- Conduct professional development workshop on identifying at-risk students.
- Interview students and families.
- Make oral presentations of assessments, diagnostics, home visits, and observations.

### ATTITUDE REQUIREMENTS

- Flexibility and willingness to juggle numerous tasks at once;
- Positive attitude
- Willingness to learn new skills as required
- Follow directions and work independently

### REQUIREMENTS

- Masters degree (preferred) in field of social services, including MDE certification in Middle and or High School Counseling

NOTE: This job description is **not** intended to be all-inclusive of the complete list of responsibilities or skills required. It is intended to describe the general nature and level of work being performed. *The employee* may perform other related duties as negotiated to meet the ongoing needs of the organization.

By signing below, I confirm that I have read and understood the job description.

me: \_\_\_\_\_ Date: \_\_\_\_\_

## **Position Description - Human Resources**

**Position Title:** Human Resources  
**Reports To:** CEO

### **Primary Purpose:**

Responsible for the accurate and timely payment to staff, and the administration of all benefit plans in a service orientated and cost effective manner. Provide supervision, support, and training, to ensure that productive and cost effective methods of operation are in place for all required activities within the department. Research trends, products and related costs in the benefits arena and apply results to negotiations to provide competitive and cost effective programs to district staff. Manage all computer systems utilized within the department, to improve efficiency and remain in compliance with all Federal and State laws, and negotiated agreements. Provide a confidential environment for staff to discuss any issue or concern.

### **Essential Duties & Responsibilities:**

1. Hire, supervise, direct and train personnel, payroll and benefits staff in accordance with policies established by EMAN and as dictated by employee contractual agreements, in compliance with all State and Federal regulations.
2. Post all ads, screen applicants for all openings. This includes managing the interview schedule and participation in actual interviews as appropriate
3. Work closely with building leaders in the disciplinary actions of employees including maintaining of disciplinary documentation, enforcement of established policies and procedures and release of employees as appropriate.
4. Collection of contracted staff information for documentation in the R.E.P. and maintain in the active employment files at the Central Office.
5. Supervise the substitute placement process and computer system for District staff, inclusive of computer interface for payroll and attendance processing.
6. Responsible for District benefits administration, inclusive of a full flex cafeteria benefits plan, ASO health, dental, and vision insurance programs, Long Term Disability, self-insured short-term disability, Unemployment Compensation, and Workers Compensation and Return to Work programs.
7. Administer Family Medical Leave compliance.
8. Prepare and maintain MESC records and other required reports related to the administration of unemployment compensation claims and benefits.
9. Analyze and monitor existing benefit and personnel policies of the District and prevailing practices among similar districts, to establish competitive and comparative programs. Participate in the evaluation of new benefit programs and monitor cost and utilization of current programs.
10. Prepare salary, staffing and benefits information for budgeting and contract negotiations.
11. Act as liaison between school district and insurance companies and 3<sup>rd</sup> party administrator.
12. Design and implement personnel reports and activities to ensure compliance with budgeted staffing ratios, EEO, Registry of Educational Personnel, Department of Labor, MESC, and state-mandated staffing reports.
13. Develop compensation and benefit strategies to provide comprehensive and cost effective solutions.
14. Remain current on matters of 401K calculations, taxes and benefits. Meet with District staff to explain 401K benefits and eligibility and corresponding severance payments..
15. Responsible for the District payroll function in accordance with policies established by the Board of Education, Federal and State tax authorities, Internal Revenue Service, accepted accounting principles, and as dictated by employee contractual agreements.

16. Answer questions and assist district staff with questions relating to payroll, benefits, worker's compensation, FMLA, and contract compliance.
17. Review and approve all monthly, quarterly and annual governmental reports and payments. i.e., W-2's, 941's, quarterly retirement reports, 403-B contributions, union dues, and other payroll deductions.
18. Approve seniority salary step increases, severance payments and payroll adjustments.
19. Prepare yearly contract renewals and termination letters.
20. Prepare, process and/or review personnel/payroll records and corresponding computer system changes related to: changes of employment, FTE, new hires, terminations, pay rates, benefits, leave/vacation days and salary account numbers.
21. Participate in the annual financial audit process, relating to payroll, personnel, and fringe benefit expenditures and procedures.
22. Standardize and continuously review procedures to improve efficiency and eliminate redundant tasks in the areas of payroll, personnel and benefits. Document and update procedures as required.
23. Coordinate required record retention in the areas of personnel, payroll and benefits.
24. Participate in the District job fair.
25. Assist other members of the department as needed.
26. Miscellaneous duties as assigned.

**Qualification Requirements:**

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

**Education and/or Experience:**

Bachelor's Degree, or equivalent; or three to five years related experience and /or training; or equivalent combination of education and experience or as determined by EMAN.

**Language Skills:**

Ability to read, analyze, and interpret professional journals, technical procedures, or governmental regulation. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups, employees, and the general public.

**Mathematical Skills:**

Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

**Reasoning Ability:**

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form, and deal with several abstract and concrete variables.

**Other Skills and Abilities:**

Ability to apply knowledge of current research and theory in specific field. Ability to establish and maintain effective working relationships with students, staff, and the school community. Ability to speak clearly and concisely both in oral and written communication. Ability to perform duties with

awareness of all district requirements and Board of Education policies.

**Physical Demands:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and talk and hear. The employee is occasionally required to stand and walk. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus. Some driving is required. Frequent writing is required. Some extended hours and multiple demands from several people are frequently required of the employee.

**Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is frequently moderate to loud. The employee must work with the public and other staff, continuously meeting multiple demands from several people.

## **BUSINESS MANAGER**

### **QUALIFICATIONS:**

1. Bachelor's degree in education, business management, or accounting.
2. A minimum of four years of experience in one of the above fields, including at least one year of experience in a supervisory capacity.
3. Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

### **REPORTS TO: CEO**

**JOB GOAL:** To administer the business affairs of the district in such a way as to provide the best possible educational services with the financial resources available.

### **PERFORMANCE RESPONSIBILITIES:**

1. Manages the district's insurance program.
2. Assumes responsibility for an accounting procedure adequate to record in detail all money and credit transactions.
3. Acts as payroll officer.
4. Supervises the collection, safekeeping, and distribution of all funds.
5. Purchases all supplies, materials, and equipment in keeping with the budget.
6. Supervises storage and distribution of supplies and equipment.
7. Supervises programs of plant maintenance and expansion.
8. Arranges for the internal auditing of school accounts.
9. Acts as the budget control officer.
10. Submits a monthly statement to the CEO detailing the status of each appropriation item.
11. Compiles necessary statistical data for the preparation of the fiscal budget.
12. Acts as advisor to the CEO on the school budget and all other business and financial questions.
13. Prepares financial reports as required by state and federal agencies having jurisdiction over public school funds.
14. Completes applications for state and federal funds.
15. Furnishes bond in such form and amount as shall be determined from time to time by the Board, the cost of which will be assumed by the district.
16. Negotiates contracts involving special facilities and programs.
17. Provides an in-service training program for business office personnel.
18. Interprets the financial position of the district to the community at large.
19. Order supplies or material from school PO.
20. Order all copier material for school.
21. Fax copy of order to School
22. Enter PO info into spreadsheet.
23. File all PO into appropriate binders.
24. Match PO with invoice/packing slip.
25. Copy all Title and Grant fund invoices and PO and checks paid into Title and Grant books.

26. Enter all invoices into accounting system.
27. Print out stamps.
28. Record all bank deposits.
29. Go to bank with all deposits.
30. Order stamps online
31. Pick up mail from schools
32. Record all sick and personnel time.
33. Answer various inquiries from employees, vendors and state.
34. Backup excel files.

### **Semi Monthly**

1. Calculate hours from hourly time cards into worksheet.
2. Calculate hours of after school and summer personnel
3. Review all salary time cards
4. Input pay into payroll system using excel worksheet
5. Send payroll info to QuickBooks
6. Print all direct deposit and paychecks
7. Reconcile payroll.
8. Mail/ hand checks to employees
9. Reconcile and send tax info to IRS, State and City of Detroit.
10. Print all vendor check including any tax checks
11. Match all checks with vendor invoices.
12. Mail checks to vendors
13. Run all payroll reports.
14. Allocate all payroll taxes to various depts.
15. Backup QuickBooks after every pay
16. Process Michigan retirement system info to state
17. Send 401k info to Nationwide for employees.
18. File all vendor invoices.

### **Monthly**

1. Reconcile all monthly insurance bills
2. Enter any monthly recurring bills into accounting system
3. Put together and Send monthly financial reports to Ahmed and CPA
4. Report to Ricoh paper usage for all schools.
5. Reconcile and pay all monthly taxes
6. Reconcile all financial accounts
7. Put together all monthly board reports such as treasury report, monthly reimbursements
8. Record all entries into OIA from EMAN records.
9. Record all state aid payment info into accounting system
10. Record all title and grant fund payments into system

11. Record all revenue received into excel worksheets.
12. Invoice board for all appropriate expenses.
13. Report and Record all title and grant fund budget info.
14. Enter all board info such as deposits and checks into board binders.
15. Enter and record any new employee info or changes.
16. Reconcile any cobra checks and or applications.

### **Quarterly**

1. Reconcile and report all quarterly payroll taxes
2. Put together all quarterly board financial info.

### **Yearly**

1. Gather all data for yearly audit.
2. Answer and provide auditor with any requests.
3. File all year end tax reports.
4. Send all W2 and 1099 info to employees and vendors.
5. Pay teachers any unused sick personal time
6. Pay teachers any insurance waivers.
7. Put together all new binders.
8. Put together and Start new files
9. Pack old files

## MANAGEMENT AGREEMENT

This Management Agreement (hereinafter "Agreement") is made and entered into as of the **May 30, 2024** by and between Education Management and Networks, Inc. (hereinafter "EMAN"), a Michigan corporation, located at 27704 Franklin Road, Southfield, Michigan 48034 and Oakland International Academy (the "Academy"), a Michigan public school academy, by and through its Board of Directors (the "Board").

The following is a recital of facts underlying this Agreement:

The Academy is organized as a public school academy under the Revised School Code (the "Code"). The Academy has received a contract (the "Contract") from the Saginaw Valley State University Board of Control ("SVSU" or "University") to organize and operate a public school academy, with SVSU as the authorizing body.

EMAN specializes in providing educational institutions and other organizations with a variety of educational services and products, including management, curriculums, educational programs, teacher training, and technology. The products and services of EMAN are designed to serve the needs of a diverse student population.

The Academy and EMAN desire to enter into this Agreement, whereby the Academy and EMAN will work together to bring educational excellence and innovation to the Greater Detroit Metropolitan Area, based upon a mutually agreed upon school design, comprehensive educational program, institutional principles and management methodologies.

THEREFORE, it is mutually agreed as follows:

### ARTICLE I TERMS

**A. Term.** This Agreement shall become effective **July 1, 2024**, and shall cover 7 academic years, with the entire term to end on **June 30, 2031** (the "Term"). This Agreement shall not exceed the length of the Contract.

Notwithstanding the foregoing, if the Academy's Contract issued by the University is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Academy's Contract is suspended, revoked, terminated or expires without further action of the parties.

**ARTICLE II**  
**CONTRACTUAL RELATIONSHIP**

**A. Authority.** The Academy represents that is authorized by law to contract with a private entity to provide educational and management services. The Academy further represents that it has received its charter through SVSU to organize and operate a public school academy. The Academy is therefore authorized by SVSU to supervise and control such an academy, and is vested with all powers within applicable law for developing and implementing the educational program contemplated in this Agreement.

**B. Contract.** Acting under and in the exercise of such authority, the Academy hereby contracts with EMAN, to provide functions relating to the provision of educational services and management and operation of the Academy in accordance with the terms of this Agreement and the Contract. EMAN and the Academy acknowledge that each has reviewed this Agreement and all related documents and that they each shall comply with the terms and conditions set forth in the Contract. Further, EMAN and the Academy each represent and warrant that they shall comply with any and all of the terms and conditions set forth in the Contract. The provisions on the Contract shall supersede any competing or conflicting provisions contained in this Agreement.

**C. Status of the Parties.** EMAN is a for-profit corporation, and it 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 EMAN. The relationship between EMAN and the Academy is based solely on the terms of this Agreement. The parties intend that the relationship between them created by this Agreement is that of an independent contractor, and that no employee of EMAN shall be deemed to be an agent or employee of the Academy except the Academy designates the employees of EMAN as agents of the Academy having a legitimate educational interest such that they are entitled to access educational records of Academy students under 20 U.S.C., Section 1232g, the Family Educational Rights and Privacy Act ("FERPA"). EMAN will be solely responsible for its acts and the acts of its agents, employees and subcontractors. EMAN shall notify the Board if any principal or officer of EMAN, or EMAN (including any related organizations or organizations in which a principal or officer of EMAN served as a principal or officer) as a corporate entity, has filed for bankruptcy protection in the last six (6) months or within any applicable preference period, whichever is longer.

**ARTICLE III**  
**FUNCTIONS OF EMAN**

**A. Responsibility.** Under the direction of the Board, EMAN shall be responsible for all of the management, operation, administration, and education at the Academy. Such functions include, but are not limited to;

1. Implementation and administration of the educational program incorporated into the Contract;
2. Recruiting, hiring and employing the principal, teachers, other professional staff and

- support staff at the Academy consistent with the Contract and Board approved budget;
3. Providing professional development assistance and other training and supervision for the staff at the Academy;
  4. Management of all personnel and human resources functions for the staff at the Academy and other support staff who provide services for the Academy;
  5. Continued development, review, and implementation of the curriculum incorporated into the Contract;
  6. Selection and acquisition on behalf of the Academy of instructional materials, equipment and supplies approved by the Board;
  7. Pupil accounting, as required on official count days and generally during the course of the school year;
  8. Procurement and maintenance of insurance on behalf of the Academy;
  9. Accounting and financial services as further specified in this Agreement;
  10. Control, maintenance and operation of the Academy buildings, including daily custodial maintenance, repairs and replacements on an as-needed basis, and long-range facilities planning;
  11. Installation of technology integral to the school design, including hardware, software, programming, upgrading, service, networking and maintenance approved by the Board;
  12. Advertising for and recruitment of students, and performing all functions associated with enrollment consistent with the Contract, applicable law and Board policies;
  13. Cooperation with the Board's legal counsel and independent auditor;
  14. Implementation and enforcement of policies established by the Board;
  15. Implementation of policies and procedures for the health, safety and welfare of students and other persons at the Academy;
  16. Compliance services for the legal and regulatory requirements imposed upon the Academy;
  17. Assisting and consulting in the design of strategic plans for the continuing educational and financial benefit of the Academy;
  18. Design of an ongoing public relations strategy for the development of beneficial and harmonious relationships with other organizations and the community, for implementation by the staff at the Academy;

19. All other tasks and responsibilities necessary for the implementation and administration of the Educational Program incorporated into the Contract;
20. Performance as agent for the Academy and the Board in the overall administration of the Academy;
21. All functions which are typically associated with the operation and administration of a public school and a public school district and which, in the absence of a management agreement with an educational service provider, would be performed by the staff of the school or school district;
22. Provision of parent education, including seminars on parent skills, communication skills and workshops to improve partnership with parents.

**B. Subcontracts.** It is anticipated that EMAN will utilize subcontracts to provide some of the services it is required to provide to the Academy, EMAN shall not subcontract the management, oversight or operation of the teaching and instructional program without the prior approval of the Board. Board approval of other subcontracts is not required unless the proposed cost for these subcontracted services exceeds the funds appropriated for that purpose. EMAN will receive no additional fee as a result of subcontracting of any services.

**C. Place of Performance.** EMAN reserves the right to perform functions off-site, other than instruction, unless prohibited by the Contract or applicable law. Functions which may be performed off-site may include but are not limited to purchasing, professional development, and administrative functions. Student records shall be maintained on-site and remain the property of the Academy.

**D. Acquisitions.** All acquisitions made by EMAN for the Academy including, but not limited to, instructional and educational materials, equipment, supplies, furniture, computers and other technology, shall be owned by and remain the property of the Academy. EMAN and its subcontractors will comply with Section 1274 of the Code and with the Board's procurement policy as if the Academy were making these purchases directly from a third party supplier and EMAN will not include any fees or charges to the cost of the equipment, materials and supplies purchased from third parties when it seeks reimbursement for the cost of these acquisitions. All equipment, materials and supplies procured by EMAN for the Academy shall be inventoried by an acceptable method of inventory and an inventory of Academy equipment shall be maintained to establish which property belongs to the Academy.

**E. Student Recruitment.** EMAN shall be responsible for the recruitment of students subject to the provisions of the Contract and the policies adopted by the Board. Students shall be selected and enrolled in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law. EMAN shall follow all applicable procedures regarding student recruitment, enrollment and lottery management, and shall be responsible for publication of appropriate public notices and scheduling open houses.

**F. Student Due Process Hearings.** EMAN shall provide students with procedural and substantive due process in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and access to records, to an extent consistent with

the Academy's own obligations and the jurisdictional prerogatives of the juvenile justice system. The Board shall retain the right to provide due process as required by law and to determine whether any student will be expelled.

**G. Legal Requirements.** EMAN shall provide educational programs that meet the requirements imposed under the Contract and applicable law.

**H. Rules and Procedures.** The Board shall adopt rules, regulations and procedures applicable to the Academy and EMAN is directed to enforce these rules, regulations and procedures. EMAN shall assist the Board in its policy making function by recommending the adoption of reasonable rules, regulations and procedures applicable to the Academy.

1. **School Year and School Day:** The school year and the school day shall be as provided in the Contract and as defined annually by the Board.
2. **Authority:** EMAN shall have authority and power necessary to undertake its responsibilities described in this Agreement except in the case(s) wherein such power may not be delegated by law.
3. **Contract with SVSU:** EMAN will not act in a manner that will cause the Academy to be in breach of the Contract.
4. **Additional Programs:** The services provided by EMAN to the Academy under this Agreement consist of the educational program as set forth in the Contract, as the same may change from time to time. The Board may decide to provide additional programs, including but not limited to after school and evening programs, or programs at additional locations pursuant to subsequent amendments to this Agreement and the Contract. The parties may also amend this Agreement to allow the Academy to purchase additional services from EMAN at mutually agreeable cost.
5. **Annual Budget Preparation:** EMAN will annually prepare a proposed budget for the upcoming school year, subject to approval by the Board which shall not be unreasonably withheld. The proposed budget shall conform to the State accounting manual and the Uniform Budgeting and Accounting Act, MCL 141.421 et seq. and be prepared and maintained in a form satisfactory to the Board and to SVSU. The proposed budget shall contain function level detail and comply with public accounting standards. The proposed budget shall include anticipated revenues and projected expenses and costs reasonably associated with operating the Academy and the educational program including, but not limited to, the projected cost of all services and educational programs provided to the Academy, rent and lease payments, debt service, maintenance and repairs to Academy facilities, supplies and furnishings necessary to operate the Academy, taxes, insurance premiums, utilities, professional fees, and other costs and expenses connected to the operation of the Academy. The proposed budget shall be submitted to the Board no later than the regular Board meeting in May of each year, and approved by the Board no later than June 30. EMAN may not make deviations from the approved budget, absent an emergency situation, without the prior approval of the Board.

**ARTICLE IV**  
**OBLIGATIONS OF THE BOARD**

**A. Board Policy Authority.** The Board is responsible for determining the fiscal, governance, and academic policies that apply to the operation of the Academy, including but not limited to policies relative to the conduct of students while in attendance at the Academy or en route to and from the Academy, policies relative to conduct of teachers and other EMAN employees while on the premises of the Academy, and policies governing the procurement of supplies, materials and equipment. The Board shall exercise good faith in considering the recommendations of EMAN on issues including, but not limited to, policies, rules, regulations, procedures, curriculum and budgets subject to the constraints of law and the requirements of the Contract. No provision of this Agreement shall interfere with the Academy Board's duties under the Contract, and the Academy's duties under the Contract shall not be limited or rendered impossible by action or inaction of the EMAN.

**B. Building Facility.** The Board is responsible for securing the availability of a building facility that complies with all of the requirements of the Contract and applicable law. The Building should be fully functional and furnished to achieve school goals at least six weeks prior to start of school year.

**C. Legal Counsel.** The Board shall select and retain legal counsel to advise it regarding its rights and responsibilities under the Contract, this Agreement and applicable law.

**D. Chief Administrative Officer.** The Board shall select the Chief Administrative Officer . . . EMAN and no EMAN employee shall be designated as the Chief Administrative Officer of the Academy, although an EMAN employee may be a designee of the Chief Administrative Officer for certain purposes enumerated by Board action.

**E. Audit.** The Board shall select and retain the independent financial auditor to perform the Academy's annual financial audit in accordance with the Contract and applicable state law.

**F. Budget.** The Board is responsible for adopting a budget in accordance with the provisions of the Uniform Budgeting and Accounting Act, MCL 141.421 et seq. The Board is responsible for ensuring that it has adequate resources to fulfill its obligations under the Contract, including but not limited to the organization of the Academy, negotiation of the Contract and any amendments, payment of employee costs, insurance required under the Contract and this Agreement, the annual financial audit and retention of the Board's legal counsel, consultants and employees. In addition, the Board is responsible for determining the budget reserve amount included as part of the Academy's annual budget, for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount and for approving necessary amendments to the budget to reflect necessary deviations from the Board adopted budget. The budget may be amended from time to time as deemed necessary by the Board.

**G. Academy Funds.** The Board shall determine the depository institution of all funds received by the Academy. All funds received by the Academy shall be deposited in the Academy's depository account. Signatories on the depository account shall be Board members designated annually by Board resolution.

H. All interest or investment earnings on Academy deposits shall accrue to the Academy. All state school aid funds and grants received by the Board shall be made available to EMAN within five days of receipt thereof, with the exception of funds needed to pay EMAN's management fee and funds required for payment of other Board obligations including payment for the Board attorney and independent auditor. One-eleventh of the amount budgeted for such Board obligations shall be withheld from each of the eleven state school aid payments, and adjusted through the year based upon changes in budget estimates.

1. **Governmental Immunity:** The Board shall determine when to assert, waive or not waive its governmental immunity.
2. **Contract with SVSU:** The Board will not act in a manner which will cause the Academy to be in breach of the Contract.

## **ARTICLE V** **FINANCIAL ARRANGEMENTS**

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

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

1. The Academy and/or EMAN shall solicit and receive donations consistent with the mission of the Academy.
2. The Academy and/or EMAN may apply for and receive grant money, in the name of the Academy with the prior approval of the Board.
3. To the extent permitted under the Code, EMAN may charge fees to students for extra services such as summer programs, after school programs and athletics and charge non-Academy students who participate in such programs.

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

C. **Compensation for Services.** The Academy shall pay EMAN an annual management fee for each school year during the term of this Agreement. The amount of this annual fee shall be twelve percent (12%) of the sum of (a) all funds the Academy receives directly (State Aid, 31A, Title I, II, III, etc.) or indirectly (Lunch/Breakfast, Special ED, IDEA, Grants, etc.) attributable to a school year of the Academy during which EMAN provides services under this Agreement except for donations that are made to Academy. The management fee shall be paid in eleven (11) approximately equal installments from October through August, based upon Board approved budgeted amounts of expected revenue. Payments shall be made within five (5) business days

of receipt of the Academy of state school aid payments. If necessary, EMAN will cooperate with the Academy to modify the exact date of any monthly installment to coordinate with the timing of the receipt of funds by the Academy. Management fee payments will be modified throughout the year, as necessary, based upon changes in estimated revenues of the Academy. Should the system of funding the Academy change significantly, the parties reserve the right to renegotiate the Agreement.

**D. Reasonable Compensation.** EMAN' s compensation under this Agreement is reasonable compensation for services rendered. EMAN's compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the Academy.

**E. Payment of Educational Program Costs.** In addition to the fee in Article V(C), the Academy shall reimburse EMAN for all costs reasonably incurred and paid by EMAN in providing the Educational Program at the Academy, consistent with the Board approved budget. Such costs shall include, but shall not be limited to, salaries and fringe benefits for all personnel, curriculum materials, professional development, Central Office Services (which would include, but are not limited to payment of Academy executive administration salaries, compliance, human resources and payroll services) solely for the benefit of the Academy, textbooks, library books, computer and other equipment, software, supplies utilized at the Academy for educational purposes, services provided pursuant to subcontract, maintenance, utilities, and marketing and development costs. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy's program, and shall not include any costs for the marketing and development of EMAN. In paying costs on behalf of the Academy, EMAN shall not charge any added fee. The Academy shall not reimburse EMAN for any costs incurred or paid by EMAN as a result of services provided or actions taken pursuant to this Agreement unless otherwise specifically indicated herein. EMAN shall present proper documentation to the Board on a monthly basis of all expenses incurred pursuant to this Agreement for approval by the Board. At its option, the Board may advance funds to EMAN for fees and expenses associated with the Academy's operation, provided that documentation for the fees and expenses is provided to the Board within thirty (30) days after expenses are incurred. Any costs reimbursed to EMAN that are determined by an independent audit not to be incurred on behalf of the Educational Program of the Academy shall be promptly returned to the Academy by EMAN.

**F. EMAN Costs.** EMAN shall not be reimbursed for any corporate expenses of EMAN or expenses not related to providing the Education Program at the Academy.

**G. Other Public School Academies.** The Academy acknowledges that EMAN may enter into management agreements with other public school academies. EMAN 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.

**H. Financial Reporting.** EMAN shall be responsible for performing the functions and duties described in this section. On a monthly basis, EMAN shall provide the Board with financial statements that (at a minimum) include: a bank reconciliation, aged report of accounts receivable, balance sheet, and 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. This report shall be prepared in advance of the Board meeting to be

available for Board packets sent to Board members, and its designees, in preparation for Board meetings at least five (5) days prior to the meeting. EMAN shall provide special reports as necessary to keep the Board informed of changing conditions.

**I. Audit Report Information.** EMAN will make all of its records related to the Academy available to the Academy's independent auditor selected by the Board. EMAN staff will cooperate with the Academy's independent auditor, and EMAN shall not select or retain the Academy's independent auditor. EMAN corporate records, office records, tax records and profit and loss statements are excluded.

**J. Access to Records.** EMAN shall keep accurate information pertaining to its operation and management of the Academy, and retain all of information records in accordance with applicable law. Such information includes without limitation information specified in the Contract, shall be available to the Academy as deemed necessary by the Board in order to enable the Academy to fully satisfy its obligations under the Contract and applicable law. Financial, educational, operational and student records that are now or may in the future come into the possession of EMAN remain Academy records and are required to be returned by EMAN to the Academy upon demand, provided that EMAN may retain copies of records necessary to document the services provided to the Academy and its actions under the Agreement. EMAN and the Academy shall maintain the proper confidentiality of personnel, student and other records as required by law. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. All records pertaining to teacher and administration certification, as well as a copy of the employee handbook shall be maintained physically on site or directly accessible at the Academy facility. The financial, educational, operational and student records pertaining to the Academy are Academy property and are public documents subject to disclosure in accordance with the provisions of applicable law. This Agreement shall not be construed to restrict SVSU's or the public's access to these records as required by law or the Contract.

Additionally, on an annual basis, EMAN shall make information available to the Academy as deemed necessary by the Board in order to enable the Academy to fully satisfy its obligations under Section 7.4 of the Contract and also at least the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 380.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.

EMAN shall also make available to SVSU and to the public information required under section 503 of the Code, MCL 380.503.

## **ARTICLE VI** **PERSONNEL AND TRAINING**

**A. Personnel Responsibility.** EMAN shall have the sole responsibility and authority to determine staffing levels, subject to the Board approved budget and Board approval of the number of classrooms and students per classroom, and to select, evaluate, assign, discipline and

transfer personnel, consistent with state and federal law. All personnel must meet legally required qualifications for their positions. With the exception of Board employees, if any, EMAN shall be the employer of all individuals working at or for the Academy and will be responsible for the payment of all costs attributable to these employees, including wages, salaries, fringe benefits, unemployment costs, workers compensation costs, and liability insurance costs, subject to reimbursement pursuant to Article V, Paragraph E. The ESP is prohibited from executing contracts with its staff assigned to the Academy (including by way of example and not limitation, teachers, administrators, counselors and the like) that contain noncompete agreements of any nature. EMAN shall require all EMAN employees to undergo criminal background, criminal history and unprofessional conduct checks required by applicable law and for EMAN to store evidence of such on site, in physical form, at the Academy or directly accessible at the Academy facility in accordance with applicable law.

**B. School Administrator.** Because the accountability of EMAN to the Academy is an essential foundation of this partnership, and because the responsibility of the School Leader is critical to its success, EMAN will have the authority, consistent with state law, to select and supervise the School Administrator and to hold him or her accountable for the success of the Academy. Consistent with the Board approved budget, the employment contract with the School Leader, and the duties and compensation of the School Leader shall be determined by EMAN. EMAN with the assistance of the School Leader will, in turn, have the authority to select and hold accountable the teachers in the Academy.

**C. Teachers.** Subject to the Contract, Board approved budget and limitations contained in Article VI, Paragraph A, prior to the commencement of each school year, and from time to time thereafter, EMAN shall determine the number of teachers required for the operation of the Academy. The curriculum taught by such teachers shall be the curriculum set forth in the Contract. Such teachers may, in the discretion of EMAN work at the Academy on a full or part-time basis. If assigned to work for the Academy on a part-time basis, such teachers may also work at other schools managed by EMAN. Each teacher assigned to or retained to work at the Academy shall hold a valid teaching certificate or permit issued by the State Board of Education under the Code, to the extent required under the Code, and shall meet all other requirements of applicable law.

**D. Support Staff.** Subject to the Board approved budget, prior to the commencement of each school year, and from time to time thereafter, EMAN shall determine the number and functions of support staff required for the operation of the Academy. EMAN shall hire and 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 EMAN work at the Academy on a full-time 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 EMAN.

**E. Training.** EMAN shall provide training in its methods, program, curriculum and technology adopted by the Board, to all teaching personnel, on a regular and continuous basis. Non-instructional personnel shall receive such training as EMAN determines as reasonable and necessary under the circumstances.

**F. Leased Employees.** If at any time during the Term of this Agreement, EMAN leases employees to the Academy, EMAN shall ensure that its contract with the employee leasing

company states that the leasing company accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the Academy or working on Academy operations. EMAN shall provide legal confirmation to the Academy Board that the employment structure qualifies as employee leasing.

**G. Performance Evaluation System.** EMAN agrees to adopt, implement and maintain a performance evaluation system for all required personnel as required by applicable law.

## **ARTICLE VII** **ADDITIONAL PROGRAMS**

**A. Additional Programs.** The services provided by EMAN to ACADEMY under this Agreement consist of the educational program during the school year and school day as set forth in the Contract. EMAN, in cooperation with the Academy may provide additional programs including, but not limited to, adult and community education, pre-kindergarten, summer school, and latch-key programs, on such terms and conditions as EMAN and the Academy deem mutually agreeable. The Academy shall be responsible for obtaining the written consent of SVSU whenever required under the Contract when any change requires such consent.

**B. Food Services and Transportation.** EMAN may, at its discretion, may provide food service and transportation services to students at the Academy, provided, however, such cost must be able to be passed on to the students or fully reimbursed by appropriate funding.

## **ARTICLE VIII** **TERMINATION OF AGREEMENT**

**A. Termination by EMAN.** EMAN may terminate this Agreement with cause prior to the end of the term specified in Article I in the event that the Academy fails to remedy a material breach within sixty (60) days after notice from EMAN. A material breach may include, but is not limited to, failure to make payment to EMAN as required by this Agreement, or failure to give reasonable consideration to the personnel, curriculum, program, or similar material recommendations of EMAN, regarding the operation of the Academy, a violation of the Agreement or applicable law. Upon such termination, EMAN shall have the option to reclaim any usable property or equipment (e.g., copy machines, personal computers) installed by EMAN and not paid for by the Academy, or to reclaim the depreciated cost of such equipment. Provided, however, all textbooks and instructional materials and any office operating assets, to the extent paid for by the Academy shall remain the property of the Academy.

**B. Termination by the Board.** The Board may terminate the term of this Agreement after sixty (60) days prior written notice to EMAN upon the occurrence of any of the following:

1. If EMAN shall cease to be approved by SVSU to render services under this Agreement;
2. In the event that EMAN or any of its Shareholders, and/or Board of Directors shall be guilty of felony or fraud, gross dishonesty, or other act of gross misconduct in the rendering of services under the Agreement;

3. In the event that EMAN fails to remedy a material breach of its duties or obligations under this Agreement within sixty (60) days after written notice of the breach is provided to EMAN by Academy;

Upon such termination, EMAN shall have the option to reclaim any usable property or equipment (e.g. copy machines, personal computers) installed by EMAN and not paid for by ACADEMY or to reclaim the depreciated cost of such equipment. Provided, however, all textbooks and instructional materials and any office operating assets, to the extent paid for by ACADEMY shall remain the property of the Academy. Upon demand, costs related to the operation of the Academy incurred beyond the effective date of termination shall be reimbursed to EMAN to the extent applicable, including teacher contracts and related taxes and benefits, unemployment expense, and fees related to the cancelation of any subcontracts negotiated by EMAN for the benefit of the Academy.

Notwithstanding the foregoing, this Agreement may be terminated by either party immediately in the event the other party is declared bankrupt or insolvent, or makes an assignment for the benefit of its creditors, or if a receiver is appointed or any proceedings are commenced, voluntary or involuntary, by or against such party under bankruptcy or similar law and such status is not cured within sixty (60) days from its occurrence.

**C. Change in Law.** If any federal, state, or local law or regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiation of this 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 thirty (30) days further written notice.

**D. Termination or Expiration.** Upon expiration of this Agreement at the completion of the Term without renewal of the Contract, EMAN shall have the right to reclaim any property or equipment including but not limited to copy machines, personal computers, that it provided to the Academy at its expense, or which were installed by EMAN or to claim the depreciated cost of such equipment. Fixtures to the extent required by the lease with the building owner, and building alterations shall become the property of the building owner. Upon termination the ESP shall, without charge (i) close the books on the then-current fiscal quarter; (ii) organize and prepare the Academy's records for transition to the new ESP; (iii) organize and prepare student records for transition to the new ESP; and (iv) provide for the orderly transition of employee compensation and benefits to the new ESP without disruption to staffing.

**E. Effective Date of Termination.** In the event this Agreement is terminated by either party prior to the end of the Term specified in Article I, absent unusual and compelling circumstances, the termination will not become effective until the end of that school year. Provided, however, that EMAN shall provide necessary transition services at a reasonable fee, negotiated and agreed upon by the parties.

**F. Early Termination.** In the event the University determines to exercise its prerogative under MCLA 380.507(7) and the Contract to reconstitute the Academy by requiring the termination or amendment of this Agreement, this Agreement may be terminated or amended with no cost or

penalty to the Academy, and no recourse to the University or any third party affiliated with or engaged by the University, by EMAN or any subcontracted person or entity of EMAN.

## **ARTICLE IX** **INDEMNIFICATION**

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

**B. Limitations of Liabilities.** The Academy may assert all immunities and statutory limitations of liability in connection with any claims arising under this Agreement.

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

**D. Indemnification for Negligence.** The Academy shall indemnify and hold harmless EMAN and EMAN's Owner, Board of Directors, partners, officers, employees, agents and representatives, from any and all claims and liabilities which EMAN may incur and which arise out of the negligence of the Academy's directors, officers, employees, agents or representatives. EMAN shall indemnify and hold harmless the Academy, and the Academy's Board of Directors, officers, employees, agents or representatives, from any and all claims and liabilities which the Academy may incur and which arise out of the negligence of EMAN's directors, officers, employees, agents or representatives.

**E. Indemnification of SVSU.** The parties acknowledge and agree that the SVSU Board of Control, Saginaw Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless SVSU Board of Control, Saginaw Valley State University and its members, officers, employees, agents

or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of SVSU, which arise out of or are in any manner connected with SVSU Board of Control's approval of the Academy's application, SVSU Board of Control's consideration of or issuance of a Contract, the Academy's preparation for and operation of the Academy, or which are incurred as a result of the reliance by Saginaw Valley State University, SVSU Board of Control or its members, or their respective officers, employees, agents or representatives, upon information supplied by the Academy or EMAN, or which arise out of the failure of the Academy to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that Saginaw Valley State University, SVSU Board of Control and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against either party to enforce its rights as set forth in this Agreement.

### **ARTICLE X** **INSURANCE**

EMAN shall maintain such policies of insurance as required by the Contract and the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C."). Any policy of insurance maintained by EMAN must include coverage for sexual molestation or abuse, must name the University as an additional, named insured, and shall not be changed, revoked or modified absent thirty (30) days' notice to the SVSU President. In the event the University or M.U.S.I.C. requests any change in coverage by educational management companies, EMAN agrees to comply with any change in the type of or amount of coverage, as requested, within thirty (30) days after notice of the insurance coverage change. EMAN's insurance is separate from and in addition to the insurance the Academy Board is required to obtain under the Contract. EMAN shall comply with the information and for reporting requirements under the terms and conditions of each of the policies of insurance required hereunder. EMAN shall ensure that the Academy and SVSU are both named as additional insureds on the policies required herein. EMAN shall purchase additional coverage on policies if reasonably requested by the Academy or required by law. In the event the University President modifies the level, type, scope or other aspects of such coverage, then the ESP shall undertake like and similar modifications within 30 days of being notified of such change.

**Insurance.** The Academy Board shall secure and maintain in its own name as the "first named insured" at all times as required by the Contract and M.U.S.I.C.

### **ARTICLE XI** **WARRANTIES AND REPRESENTATIONS**

The Academy and EMAN 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.

**ARTICLE XII**  
**DISPUTE RESOLUTION PROCEDURE -ARBITRATION**

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, shall be submitted to arbitration. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three persons, including one person who is selected or recommended by the Academy, and one selected by EMAN, and one person selected by the parties. The arbitration shall be conducted in accordance with the commercial Arbitration Rules of the American Arbitration Association, with such variations as the parties and arbitrators unanimously accept. The parties shall be responsible for their own respective costs and attorney fees.

**ARTICLE XIII**  
**MISCELLANEOUS**

**A. Sole Agreement.** This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and EMAN.

**B. Force Majeure.** Neither party shall be liable if the performance of any part or all of this contract its 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 either part's control, and which cannot be overcome by reasonable diligence and without unusual expense.

**C. Notices.** 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 as set forth below, or at such other address as may be furnished by a part to the other party:

If to EMAN:

**Ahmed Saber, President**  
EMAN, INC.  
27704 Franklin Road  
Southfield, Michigan 48034

If to Oakland International Academy:

**Board President**  
Oakland International Academy  
2650 Caniff Street  
Hamtramck, Michigan 48212

**D. Severability.** The invalidity of any of the covenants, phrases, or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase, or clause had not been contained in this Agreement. Such invalid covenant, phrase or clause shall be replaced or the remaining provisions construed so as to represent the parties' original intent as nearly as possible.

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

**F. Entire Agreement.** This Agreement is the entire agreement between the parties relating to the services provided, and the compensation for such services. The Academy Board and EMAN may not substantially amend this Agreement without notifying the SVSU President. No amendment shall be contrary to the Contract and shall be accompanied by a Legal Opinion. Whether or not substantial, the Academy shall submit to the SVSU President Designee all amendments to this Agreement within 10 days after such amendment. The Agreement and any amendment to this Agreement shall not be effective until and unless the SVSU President Designee notifies the Academy in writing that it has reviewed and does not disapprove the Agreement or amendment to the Agreement.

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

**H. Assignment.** This Agreement shall not be assigned or assignable by either party to any third party, provided EMAN may without the consent of the Board, delegate the performance but not responsibility for such duties and obligations of EMAN specifically set forth herein.

**I. Survival of Termination.** All representations, warranties, and indemnities made herein shall survive termination of this Agreement.

**J. Governing Law.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.

**K. Confidential Information and Propriety Rights.** The parties hereby agree and acknowledge that, in the course of performing this Agreement, certain confidential information or trade secrets, including, but not limited to, know-how, curriculum design and implementation, operational techniques, technical information, computer software, training materials, training methods and practices, all of which are considered to be confidential in nature (the "Confidential Information") may be disclosed to one another. The parties therefore agree, subject to the requirements and/or limitations of the Contract, MCL §380.502(3), the Freedom of Information Act or any other applicable law, that any Confidential Information communicated to or received or observed by a party hereto shall be in confidence and not disclosed to others or used for such party's benefit without the prior written consent of the other party. In addition, all Confidential Information disclosed to or observed or received by a party shall at all times remain the property of such party, and all documents, together with any copy or excerpt thereof, shall be promptly returned to such party upon request. The parties acknowledge and agree that this

provision shall survive the termination or expiration of this Agreement. The parties acknowledge and agree that the Academy owns all proprietary rights to curriculum or educational materials that (i) are directly developed and/or paid for by the Academy; or (ii) developed by EMAN at the direction of the Board with Academy funds dedicated for the specific purpose of developing such curriculum or materials, and that EMAN owns (i) all curriculum or educational materials previously developed or copyrighted by EMAN; or (ii) curriculum or educational materials that are developed by EMAN using funds from the Academy that are not dedicated for the specific purpose of developing Academy curriculum or educational materials. Notwithstanding the foregoing, EMAN's educational materials and teaching techniques used by or at the Academy may be subject to disclosure under the Revised School Code, the Contract or the Michigan Freedom of Information Act to the extent required thereby.

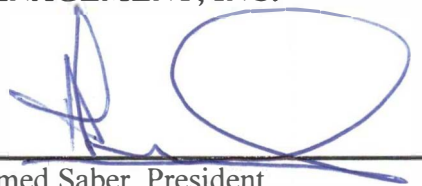
**L. Board Authority.** No provision of this Agreement shall interfere with the Board's duty to exercise its constitutional, statutory, contractual and fiduciary responsibilities governing the operation of the Academy. No provision of an ESP agreement shall prohibit the Board from acting as an independent,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

**M. Other Financial Relationships.** Any lease, promissory notes or other negotiable instruments, lease-purchase agreements or other financing agreements between the Academy and EMAN shall be contained in a document separate from this Agreement. EMAN does not enter this Agreement with an interest in entering into promissory notes or other financing agreements and is not expected by the Academy to serve as guarantor for promissory notes or other financing agreements through other lenders.

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

**EDUCATION MANAGEMENT AND MANAGEMENT, INC.**

By:



Ahmed Saber, President  
EMAN, Inc.

**ADACEMY BOARD OF DIRECTORS**

By:



Board President  
Oakland International Academy

**SCHEDULE 8**  
**DESCRIPTION OF PHYSICAL PLANT**

- Certificate of Occupancy for each site at which academy operates.
- Description of each site at which academy operates, as well as grade configuration.
- Lease, if applicable.
- Land contract, if applicable.
- Deed evidencing ownership of property, if applicable.
- If facility or facilities are financed through long term (greater than one year) indebtedness, a brief description of the financing, prepared by the Academy's legal counsel and addressed to the SUPO, and the debt-service schedule evidenced in the financing documents.

# **OAKLAND INTERNATIONAL ACADEMY**

## **SCHEDULE 8**

### **OIA Elementary (PreK-1)**

4001 Miller St.  
Detroit, MI 48211

**Description:** This is a three-story brick building. There are 12 classrooms, 2 small-group rooms utilized for special services, cafeteria/gymnasium, performance stage, library/teacher workroom, and 2 offices, in addition to separate staff and student restrooms. Students in preK, Kindergarten and grade 1 attend this school.

### **OIAMS (2-8)**

8228 Conant St.  
Detroit, MI 48211

**Description:** This is a two-story brick building that houses students in grades 2-8 (2, 3, 4, 5, 6, 7, and 8). It contains 23 classrooms, lunchroom/special services, library/special services, main office, food service office, Competition Gym, full size cafeteria with a warming kitchen, and a teacher workroom, in addition to separate staff and student restrooms. An addition to this building is under construction and will be completed before the start of school. An Occupancy Permit will be forthcoming.

### **OIAHS (9-12)**

2619 Florian St.  
Hamtramck, MI 48212

**Description:** This is a three-story brick building that houses the ninth- twelfth graders. It contains 23 full-size and 3 half-size classrooms, lunchroom/special services, library/special services, 3 small offices, and a teacher workroom, in addition to separate staff and student restrooms.

# CERTIFICATE OF USE AND OCCUPANCY

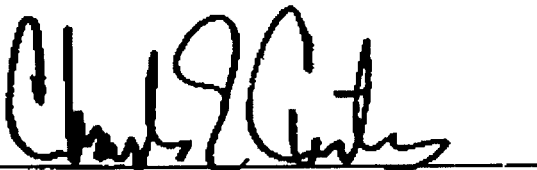
## PERMANENT

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

Safety Inspection  
Oakland International Academy  
4001 Miller 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 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

August 17, 2005

# CERTIFICATE OF USE AND OCCUPANCY

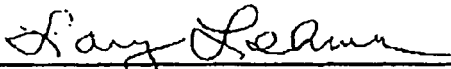
## PERMANENT

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: B030225  
Oakland International Academy  
8228 Conant Street  
Detroit, Michigan  
Wayne County

The above named building of Use Group E/A4 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 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

May 13, 2011

RECEIVED MAY 17 2011



# CERTIFICATE OF USE AND OCCUPANCY

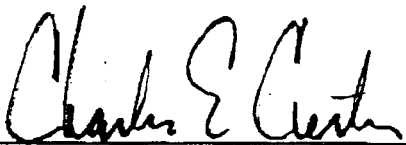
## PERMANENT

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

Building Permit No. B022234  
Frontier Academy  
2619 Florian  
Hamtramck, 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 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 5, 2007

**RESTATED AND AMENDMENT TO LEASE AGREEMENT BY AND BETWEEN THE ISLAMIC MOSQUE  
OF YEMEN OF DETROIT, A/K/A MUATH BIN JABAL MOSQUE, AN ECCLESIASTICAL MICHIGAN  
CORPORATION, AS LESSOR ("LANDLORD") AND OAKLAND INTERNATIONAL ACADEMY, INC., A  
MICHIGAN NONPROFIT CORPORATION, AS LESSEE ("TENANT") DATED SEPTEMBER 1, 2003, AS  
AMENDED,  
FOR THE PROPERTY LOCATED AT 4001 MILLER ROAD, DETROIT, MICHIGAN**

The parties hereto initially entered into this Amendment to the prior lease agreement ("Amendment") affecting two separate properties, both of which had a common purpose and interest, and they now wish to enter into this Amendment to the prior lease agreement. Accordingly, the Lease Agreement, by and between the parties initially dated September 1, 2003, (the "Lease Agreement") and as amended herein, applies only to the Premises located at 4001 Miller Road, Detroit, Michigan (referred to herein as the "Subject Property") and is hereby amended as follows:

WHEREAS, the parties have agreed to extend the Lease Agreement, as amended, providing for an additional term of five (5) years commencing July 1, 2024, at the Subject Property which OAKLAND INTERNATIONAL ACADEMY, a public school academy (the "Tenant"), currently leases from ISLAMIC MOSQUE OF YEMEN OF DETROIT a/k/a MUATH BIN JABAL MOSQUE, a Michigan ecclesiastical corporation (sometimes referred to as "IMAN ISLAMIC COMPLEX").

WHEREAS, the parties further agree and understand that the Tenant shall completely vacate the premises commonly referred to as 6111 Miller Road, Detroit, Michigan no later than July 31, 2024 as the pre-existing Landlord/Tenant relationship concerning the 6111 Miller, Detroit, Michigan property will be effectively terminated on that date and shall no longer be in full force or effect. It is agreed that 6111 Miller shall not be leased to any entity operating a school, public or private for the duration of this Lease Agreement.

WHEREAS, the current terms of the Lease Agreement for the Subject Property, as described above, shall be extended as hereinafter set forth subject to the terms of Lease Agreement, as amended.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions contained herein, the parties agree as follows:

1. Use. Tenant shall continue to use the Subject Property only as a public school academy, operating under a charter contract issued to Tenant by the Saginaw Valley State University Board of Control, dated July 1, 2024, (the "Charter Contract"), and uses customarily incidental thereto as more fully described in the Lease Agreement, as amended.

2. Extension Term. The Parties agree that provided the Tenant is not in default under the terms and conditions of the Lease Agreement, as amended, the new Term of the Lease, as amended, shall be extended for an additional five (5) year term commencing July 1, 2024, through and including June 30, 2029, (the "Extension Term"). Notwithstanding the foregoing, the parties acknowledge that the Tenant is a party to Charter Contract. If for any reason whatsoever the Charter Contract is revoked, suspended, terminated, or expires by its terms, prior to the expiration of the Extension Term hereof, then this Lease shall terminate simultaneously upon the date of the revocation, suspension, or termination of the Charter Contract or with such termination, non-renewal or non-extension, as the case may be, without penalty for early termination and neither party shall have any right or cause of action against the other by reason of such revocation, suspension, termination, or expiration, as the case may be, except that Tenant shall continue to pay Rent until Tenant vacates the Premises. In no event shall the Lease exceed the term of the Charter Contract.

Rent. The monthly rental payments for the Subject Property applicable during this Extension Term of five (5) years shall be paid collectively based on the annual rent payment of Two Hundred Thousand and 00/100 (\$200,000.00) Dollars per year that shall be payable in equal monthly installments of Sixteen Thousand Six Hundred Sixty-Six and 67/100 (\$16,666.67) Dollars per month in advance, on the first day of each month during this Extension Term (the "Rent").

3. Failure to Negotiate Extension of Lease. In the event the parties fail to come to a written understanding to extend the term of the Lease three (3) months before the end of this new Extension Term, the Landlord shall have the right to display the customary signs "FOR RENT" on the subject premises and during such time period the Landlord shall show the Subject Property to prospective tenants during normal business hours without interrupting the tenant's business operation.

4. The responsibility for the Operating Expenses and utilities of the Subject Property shall remain consistent with the terms and conditions of the Lease Agreement, as amended, and shall not be affected by this Amendment.

5. This Amendment shall not be interpreted as creating a partnership or any co-ownership interest between the parties.

6. In accordance with the Charter Contract, the parties agree that:

a. No provision of the Lease Agreement shall interfere with the Tenant's Board of Directors' exercise of its statutory, contractual and fiduciary responsibilities governing the operation of the Academy. No provision of the Lease Agreement shall prohibit the Tenant's Board from acting as an independent self-governing public body, or allow decisions to be made other than in compliance with the Open Meeting Act.

b. The Lease Agreement shall not restrict the Tenant's Board from waiving its governmental immunity or require the Tenant's Board to assert, waive or not waive its governmental immunity.

c. All lease and physical plant records of the Lessor related to the Tenant shall be made available to the Tenant's independent auditor and Saginaw Valley State University School/University Partnership Office (SUPO).

d. Any amendments to the Lease Agreement must be reviewed by the SUPO before execution.

e. Fixtures purchased with Tenant funds are owned by Tenant.

f. If Tenant makes improvements to the facility, Tenant shall be allowed to recoup those investments if the Lease Agreement is terminated without cause.

g. The security deposit initially paid by Lessee shall be returned to Tenant upon completion of the Extension Term.

h. The Tenant has no liability or obligation to investigate, clean, remove, remediate, or otherwise deal with hazardous material present at the site prior to the Tenant occupying the site. Such liabilities should be the responsibility of the Lessor.

i. No party other than the Tenant shall have an ongoing right to occupy the building, site, or physical plant without providing written notice to the SUPO 30 days prior to such occupancy. If another school will occupy the Subject Property, site, or physical plant, the Tenant must provide to the SUPO a written analysis regarding any potential implications of such occupancy, including potential security, school safety, and church-state issues.

j. Lessor will indemnify the Tenant's Board for damages or litigation caused by the condition of the physical plant if those damages or litigation are caused by the Lessor's use or

prior use of hazardous material at the physical plant.

k. If the Lessor procures equipment, materials and supplies at the request of or on behalf of the Tenant, the Lessor must follow applicable competitive bidding laws and shall not charge Tenant 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).

7. Except for the changes set forth in this Amendment, the Lease Agreement shall remain in full force and effect. If any provision of this Amendment conflicts with a provision in the Lease Agreement, this Amendment shall control.

8. The Landlord's weekend use of the Subject Property for religious, cultural and ethnic studies is hereby reaffirmed and shall remain in full force and effect during the term and any extensions of the Lease Agreement.

9. It is agreed and understood that the Tenant shall vacate the Premises located at 6111 Miller Road, Detroit, Michigan by no later than July 31, 2024.

**IN WITNESS WHEREOF** the Landlord and Tenant have executed this Amendment to the Lease Agreement on the date set forth below and effective July 1, 2024. Each signor of this Amendment represents that he has the authority to execute this Amendment on behalf of the Landlord or Tenant, respectively.

**ACCEPTED AND AGREED:**

**LANDLORD:**

ISLAMIC MOSQUE OF YEMEN OF DETROIT  
a/k/a MUATH BIN JABAL MOSQUE  
a Michigan Ecclesiastical Corporation



By: SALEH ALGOTHAIM

Its: President

Dated: 6-14-24

**TENANT:**

OAKLAND INTERNATIONAL ACADEMY  
a Michigan Nonprofit Corporation



By: DR. AHMED EL-BOHY

Its: President

Dated: 6/12/24

## LEASE

This Lease is made as of the 5<sup>th</sup> day of November, 2003 by and between Educational Facility Management, LLC., hereinafter referred to as "Lessor" and Oakland International Academy, a Michigan non-profit corporation, whose address for mailing notices is 28650 Eleven Mile, Farmington Hills, Michigan 48336, hereinafter referred to as "Lessee."

1. **Leased Premises.** Lessor agrees to lease to lessee the building located at 4001 Miller Road, Detroit, Michigan. The leased space shall consist of the entire building, including the shared parking lot. Lessee may, without cost park its vehicles and those of its employees, guests, invitees, and students in the parking lot adjacent to the Property. Further, the Lessor is required to perform the renovations as referenced in Exhibit A.
2. **Use of Premises.**
  - a. **Lessee's Use.** The premises shall be used solely for the operation of a charter or public school and office space and fundraising for the same and for other educational purposes after school hours by Lessee or Lessee's invitees.
  - b. **Applicable Authority or Governmental Approval.** It is agreed and understood that this lease and its enforceability on lessee is contingent upon lessee receiving approval regarding the following items: 1) the lease terms, property, and any improvements being approved by all applicable governmental units and/or entities and approval of the lease, property and improvements being received by Saginaw Valley State University; 2) that all regulatory, governmental or authorizing entities as required by law approve the use of the building for the operation of a charter or public school and office space.
  - c. **Signage.** All outdoor signage must first be approved by Lessor and then by all governmental authorities as may be required. All signage expenses will be paid by lessee.
3. **Possession, Date and Term of the Lease.** Lessee shall have possession of the Property on September 1, 2003. The term of this Lease shall be ten years, commencing on September 1, 2003 and ending on August 31, 2013.
4. **Rental.** Lessee shall pay to Lessor during the ten year period of this Lease, the sum of \$20,833.33 per month (\$250,000 per year) due on the fifth day of each and every month during the term of this Lease. This rent is a fixed rent for the ten year period of the Lease. In the first year of this lease, the rent for the first two months (September and October) will be spread over ten equal payments of \$4,166.67 each added to the monthly rent of the period extending from November to August of the first year of which this lease becomes effective.
5. **Lessee's Covenants and Additional Charges.** Upon occupying the building, Lessee shall, in addition to the rental, promptly pay the following:

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- a. Utilities. Lessee shall pay for one hundred percent (100%) of all utilities for the Leased Premises including water.
  - b. Security. Lessee shall pay for any electronic security and monitoring systems for the Leased Premises at Lessee's option.
  - c. Janitorial Services. Lessee shall pay for all janitorial services with respect to the Leased Premises, including without limitation, carpet cleaning, trash removal, dumpster rental, general cleaning, and related supplies, including without limitation, light bulbs and cleaning supplies.
  - d. Snow removal, garbage collection. Lessee shall be responsible for payment of all snow removal, lawn care, garbage collection during the duration of the Lease.
  - e. Damage to Property. Lessee shall be responsible for all damage done to the Property caused by the staff, students, lessee's agents, guests and invitees.
6. Lessor's Covenants.
- a. Peaceful Enjoyment. Lessor warrants and covenants that it shall deliver to Lessee the Leased Premises and Lessee shall be able to peaceably and lawfully enjoy the Leased Premises during the term hereof and any renewal option.
  - b. Licensure. Lessor shall not knowingly commit and shall use its best efforts to prevent its agents, employees, invitees and licensors from committing any acts or omissions which cause or contribute to the loss of Lessee's Charter School license, and indemnifies and holds Lessee unknowingly commits an act or omission which jeopardizes Lessee's Charter School license, Lessor shall refrain from such act or take appropriate action upon notice from Lessee.
  - c. Property Taxes. Lessor shall timely make all property taxes with regard to the property.
  - d. Maintenance of Heating and Cooling Systems, Water Heaters, Plumbing, Structural and Electrical Systems. Notwithstanding anything to the contrary, Lessor shall be responsible for performing all unscheduled and scheduled maintenance on the heating and cooling systems, water heaters, plumbing, structure of the building, electrical systems, parking lot, and landscaping.
  - e. Occupancy Permit. Lessor shall acquire the required occupancy permit from the State Fire Marshall approval for the use of the facility for a public Academy according to the rules and regulations of the State of Michigan.
  - f. Occupancy Permit from City. Lessor shall acquire the required occupancy permit from the City and local authorities.
7. Insurance. Lessor agrees that Lessee shall not be obligated to maintain any fire and extended coverage concerning the Leased Premises and that Lessor shall secure such coverage for itself and waives any right of subrogation that it may have against Lessor concerning Lessee's property, in the event of any claim under such insurance coverage. In addition, Lessee shall furnish, at its own expense, any other insurance it desires in connection with its property used, or operations

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conducted in or on, the Leased Premises and shall solely rely upon such insurance for any loss to its property. Lessee shall also be responsible for obtaining public liability and property damage and worker's compensation insurance covering liability arising due to the activities of its agents and employees or the operation of its business on the Leased Premises and elsewhere, and shall furnish certificates of coverage to Lessor. Lessee shall name Educational Facility Management, LLC. as additionally insured on the insurance agreement. Public Liability and Property Damage coverage shall be at least One Million Dollars (\$1,000,000) for damages or injury to any one person and Two Million Dollars (\$2,000,000) for any one occurrence. Lessee shall keep the policies in full force and effect throughout the period of the Lease. Lessor and Lessee shall provide to each other evidence of coverage required under this section. Lessor shall evidence the same liability coverage to Lessee. Thirty (30) days prior written notice must be provided by an insured party to the other party upon changes in, or cancellation of, the above insurance coverage. If Lessee's insurance is cancelled, Lessor may replace such insurance and bill Lessee.

8. **Damage By Fire or Other Casualty.**

- a. Lessee shall give immediate notice to Lessor of fire or other casualty at the Leased Premises.
- b. In the event the Property shall be damaged or destroyed in whole or in part by fire or other casualty (including the taking of all or part of the Property for any public or quasi-public use or right of eminent domain), Lessee shall have the right, but not the obligation, to terminate this Lease by giving written notice to Lessor of its election to terminate, notice to be given within ninety (90) days after the occurrence of the damage or destruction. Upon the tenth day after notice is given, Lessee shall vacate and surrender the Leased Premises to Lessor, without prejudice, however, to Lessor's rights and remedies against Lessee under the Lease prior to termination, and any rent owing shall be paid through such date. Lessee shall not have the right to terminate this Lease if the fire or other casualty is caused wholly or in part by the negligent or willful act of Lessee so long as Lessee or Lessor obtains satisfactory business interruption insurance at a reasonable cost.
- c. If the fire, casualty, repairing or rebuilding of the Leased Premises shall render the Leased Premises untenable in whole or in part, and if the fire and other casualty occurred without the negligence or willful act of Lessee, its agents and invitees, a proportionate reduction of the annual rent due thereafter shall be allowed from the date of the occurrence of such casualty until the date the Lessor completes the repairs to the Leased Premises or, in the event Lessee elects to terminate this Lease, until the date of termination. Such reduction shall be computed on the basis of the ratio which the floor area of the Leased Premises rendered untenable bears to the leasable floor area of the Leased Premises. Lessor shall not be liable for any delay in the repair or restoration of the Property, provided that Lessor completed the repairs within a reasonable period of time.

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9. **Indemnification.** Lessee shall defend, indemnify and hold harmless Lessor and Lessor's agents, assignees and employees for and against any and all claims, demands, causes of action, liabilities and costs of any nature and character, including reasonable attorneys' fees and court and settlements costs, attributable to Lessee's use or operations of the Leased Premises. Such indemnification shall not include claims covered by Lessor's fire and extended insurance coverage. Such indemnification shall include, but not be limited to, any damage to, or loss, destruction or theft of, the Leased Premises and any other property of Lessor caused by the activities of Lessee or its agents or employees or others on the Leased Premises at Lessee's invitation. Lessor shall similarly defend, indemnify and hold harmless Lessee and its agents or employees attributable to Lessor's use or operations of its business or Property, except as otherwise provided in this Lease.
10. **Compliance with Lessor's Policies, Laws, and Regulations.** Lessee will comply with all applicable laws, regulations and reasonable written policies given to Lessee by Lessor concerning the Leased Premises and activities thereon as long as the same are not inconsistent with this Lease and/or do not interfere with Lessee's right to use the Property for school purposes. Lessee shall supervise its students on the Leased Premises appropriately during school hours and school activities.
11. **Improvements.** Lessee shall make no improvements to the Leased Premises without Lessor's prior written consent, which shall not be unreasonably withheld. Upon termination of the Lease for any reason, Lessee shall leave the same for the benefit of Lessor as stated below. Lessee also agrees to pay any costs of Lessor for the restoration of the Leased Premises to place it in the same condition as when initially rented by Lessee, normal wear and tear excepted.
12. **Entry on Leased Premises.** Lessor may, after school hours of Lessee, enter the Leased Premises for purposes of inspection, after giving Lessee twenty-four (24) hours advance written notice. Lessor may enter the Leased Premises on other occasions without notice, in the case of an emergency involving a threat to life, health or safety of for the purposes of maintaining the heating, ventilating and air conditioning systems.
13. **Default by Lessee and Lessor's Remedies.** If the rental or any other charge payable by Lessee under this Lease shall be unpaid or if Lessee fails to perform any of the other terms, conditions or covenants of this Lease to be observed and performed by Lessee, for more than thirty (30) days after Lessor gives Lessee written notice of such default (it being agreed that a default, which is of such a character that rectification thereof reasonably required longer than said thirty (30) day period shall be deemed cured within such period if Lessee commences the rectification thereof within such thirty (30) day period and completes the same with due diligence), or if Lessee shall vacate or abandon the Leased Premises or suffer this Leased to be taken under any writ of execution, attachment or other process of law, or, if this Lease shall be operation of law pass to any person(s) other than Lessee or other than a party to whom Lessee is authorized to assign this Lease by the provisions hereof, or, if Lessee should file a voluntary petition in bankruptcy, make an assignment for the benefit of creditors, enter into an

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agreement whereby control of its business is lost to a committee of creditors, be subject to the judicial appointment of a receiver or similar officer to take possession of said leasehold estate or the Leased Premises, or be subject to the filing of a petition by, for or against the Lessee under the bankruptcy laws; then Lessor shall have the right to accelerate all rentals and exercise all of its rights or remedies at law or in equity.

- 14. **Notice.** Any notice, consent, payment or other communication required or permitted to be given to a party hereto shall be deemed to have been given, if personally delivered, or, if mailed by certified or registered mail, return receipt requested, first class postage prepaid, addressed as follows:

**If to Lessor:** Mr. Tarek Zoabi  
 Educational Facility Management, LLC.  
 8877 Hubbel  
 Detroit, Michigan 48217

**If to Lessee:** Mrs. Debra AbdulHamid  
 Oakland International Academy  
 28650 11 Mile Rd., Bantry Suite 5  
 Farmington Hills, MI 48336

Or at such other addresses or representatives as the parties may from time to time designate in writing in the foregoing manner.


- 15. **Recording.** This Lease shall be recorded by Lessor with the appropriate County Recorder's Office.
- 16. **Attornment.** This Lease shall be subordinate at all times to the lien of any mortgage or deed of trust now or hereafter placed upon the interest of Lessor in the Leased Premises; provided, however, that any subsequent mortgage shall be subject to the interest granted by this Lease. Lessee agrees to execute and deliver such instruments as may be desired by Lessor or by any mortgagee subordinating this Lease to the lien of any present or future mortgage or deed of trust. At such time Lessor agrees to request from such mortgagee (if Lessee has so requested from Lessor) an agreement that so long as Lessee is not in default, such mortgagee shall recognize Lessee's rights hereunder.
- 17. **Severability.** If any term or provision of this Lease is held invalid or unenforceable, such holding shall not affect the remainder of this Lease and the same shall remain in full force and effect.
- 18. **Entire Agreement.** This Lease represents the entire agreement of Lessor and Lessee and shall not be amended without the prior written consent of such parties.


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IN WITNESS WHEREOF, the said Lessor and the said Lessee, by their duly authorized officers, have indicated their agreement to all of its terms by executing it below in multiple copies, all of which shall be deemed an original copy hereof this 5<sup>th</sup> day of November, 2003.

Signed and acknowledged  
In the presence of:

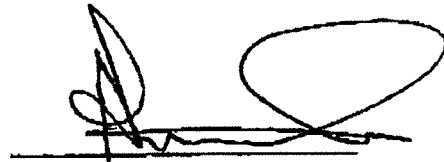
LESSOR:  
Educational Facility Management, LLC.


  
\_\_\_\_\_  
Mohammad Enayeh

  
By: Tarek Zoabi  
Its: Managing Partner

V.P. Board  
(As to Lessor)

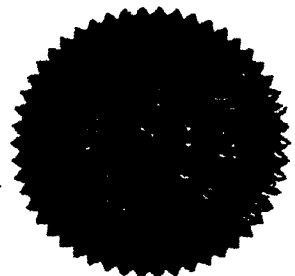
LESSEE:  
Oakland International Academy

  
\_\_\_\_\_  
Board Member  
(As to Lessee)

By:   
\_\_\_\_\_  
Its: President



  
\_\_\_\_\_  
Notary Public



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**AMENDMENT NO. 2 TO LEASE AGREEMENT**

**THIS AMENDMENT NO. 2 TO LEASE AGREEMENT** (“Amendment”) is made as of July 1, 2024, by and between, St. Florian Parish Hamtramck, whose address is 12 State Street, Detroit, Michigan 48226 (“Lessor”), and Oakland International Academy, a Michigan non-profit corporation, whose address is 2619 Florian Street, Hamtramck, Michigan 48212 (“Lessee”).

**R E C I T A L S:**

**WHEREAS**, Lessor and Lessee entered into a Lease Agreement dated June 2013, as amended by Amendment No. 1 to Lease Agreement (“Agreement”), with respect to certain portions of the former St. Florian School campus as more particularly described in the Agreement (“Leased Premises”);

**WHEREAS**, Lessee has requested to extend the term of the Agreement and Lessor has agreed to extend the term of the Agreement upon the terms and conditions set forth in this Amendment;

**WHEREAS**, the parties have agreed to amend the terms of the Agreement as set forth herein; and

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings hereinafter set forth, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Capitalized Terms.** Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

2. **Term.** Effective July 1, 2024, and at all times thereafter, Section 2 of the Agreement shall be of no further force or effect and in lieu thereof, the term of the Agreement as be as follows:

The term of the Agreement shall end on June 30, 2031. However, if Lessee’s charter contract issued by the Saginaw Valley State University Board of Control (the “Authorizer”), dated July 1, 2024 (the “Contract”), is revoked, suspended, terminated, or expires by its terms, this Agreement and all obligations hereunder shall immediately terminate. The term of this Agreement shall not exceed the term of the Contract.

3. **Rent.** Effective July 1, 2024, and at all times thereafter, Section 5 of the Agreement shall be of no further force or effect and in lieu thereof, rent under the Agreement shall be paid as follows:

The Lessee agrees to pay the Lessor, without demand, offset or deduction, as rental for the Leased Premises, the Rental Amount on the first day of each and every month, in advance. As used herein, the “Rental Amount” shall equal 1/12<sup>th</sup> of ten percent (10%) of the per pupil enrollment/state student aid grant/participation amount for students attending face to face instruction (based on the State Board of Education counts whenever they may be taken) (“State Aid Amount”).

The Lessee also agrees to pay the Lessor for the use of the Gymnasium at Twenty Five Thousand Dollars (\$25,000) per year payable in equal monthly installments on the first day of each and every month, in advance (“Gymnasium Rental”).

Lessee shall provide Lessor with copies of the forms submitted to the State of Michigan regarding the student count within fifteen (15) days after such information is submitted to the State of Michigan. The principal will apprise the pastor in writing regarding actual student enrollment twice yearly, the fall count in September, and the winter count in February. Based on the results of these student counts, the monthly rental shall be increased or decreased retroactively to the beginning of the month of the current student count date. Any overpayment or underpayment shall be reconciled with the next month's rent payment. Any further adjustments made to enrollment count or state aid will adjust rent retroactively as provided in this Paragraph. Anything in the Agreement to the contrary notwithstanding, in no event shall the monthly rental payment be less than a student count of fewer than 325 students or greater than 400 students.

Monthly rental installments shall be reduced by Three Thousand Five Hundred Seventy One (\$3,571) per month. Such reduction is compensation for Lessee's Scheduled Improvements (as defined below).

Anything in the Agreement to the contrary notwithstanding, Lessee hereby agrees that in the event the Agreement is terminated for default, Lessor shall have no obligation to reimburse Lessee for the costs and/or expenses of the Scheduled Improvements, made by Lessee to the Leased Premises for which Lessee is receiving rent credits pursuant to the terms hereof. Should the Agreement be terminated without cause, Lessee shall be entitled to recoup its investment.

All checks shall be payable to "St. Florian Parish," and shall be mailed to:

2626 Poland  
Hamtramck, Michigan 48212-3485

If at any time payment of the monthly rental amount reserved under this Section is more than ten (10) days past due, Lessee shall pay Lessor a late fee in the amount of five percent (5%) of the amount past due. The parties agree that such a late fee represents a fair and reasonable estimate of the costs Lessor will incur by reason of a late payment. In the event that any monthly rental payment is more than thirty (30) days past due, in addition to the late fee, Lessee shall pay Lessor interest on the unpaid amount at the rate of ten percent (10%) per annum commencing on the thirtieth (30th) day after such payment was due, until such payment is made. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of his rights and remedies. Except as may otherwise be expressly permitted in the Agreement, rents shall not abate for any reason during the term hereof.

4. **Scheduled Improvement.** Lessee agrees that, at Lessee's sole cost and expense, Lessee shall make all alterations listed on Schedule 1 attached hereto ("Scheduled Improvements") by September 1, 2025, all in accordance with the terms and conditions of Section 14 of the Agreement. Quotes and/or bids related to the scheduled alterations shall be made available to the Lessor for review. In addition, the Lessee shall install AC units that will remain the property of the Lessee and shall be removed from the property at the termination of the Agreement.

**Gymnasium.** So long as Lessee continues to pay the Gymnasium Rental pursuant to Section 3 of this Amendment, Lessor agrees to not lease the Gymnasium or North Building (defined as Brombach to the west, Poland Street to the south, Latham Street to the east, and a public alley to the north and is further identified as tax parcel number western half of 41-003-01-0168-401). to any third party during the term of the Agreement. Lessee shall have the right to sublease the gymnasium to other third parties with Lessor’s written consent.

3. **Maintenance.** Effective July 1, 2024, and at all times thereafter, the provisions of Section 8 of the Agreement shall be of no further force or effect and the maintenance obligations of the parties under the Agreement shall be as follows:

Except for the express obligations of Lessor set forth below (“Lessor’s Obligations”), during the entire term of the Agreement, Lessee agrees, at its sole cost and expense, to maintain the entire Leased Premises, the Gymnasium and the specified parking lot as shown in exhibit “A” , in good order, condition and repair at all times (including any replacements thereof if necessary in the event such item or component of the Leased Premises or fixture cannot be repaired), including, but not limited to, the interior and exterior, structural and nonstructural components, and the boiler; provided, however, Lessor agrees to reimburse Lessee for forty five percent (45%) of the actual cost paid by Lessee to maintain and repair the boiler which reimbursement amount shall be made by Lessor to Lessee within thirty (30) days after receipt of written notice from Lessee of the amount thereof (including copies of all invoices actually paid by Lessee). Lessee shall keep the Leased Premises in a clean, sanitary and safe condition at all times, including custodial services, trash removal, a dumpster and disposal. In addition, Lessee shall be responsible for contracting for maintenance of the lawn and landscaping of the Leased Premises and for snow and ice removal from the pavement and walkways of and adjacent to the Leased Premises, including, but not limited to, the parking lot. Lessee hereby acknowledges and agrees that except for Lessor’s Obligations it is the intent of the parties that Lessor shall have no obligation whatsoever to repair or maintain or replace any portion of the Leased Premises.

Lessor, after receiving notice from the Lessee, agrees to keep in good order and repair the roof and exterior walls of the Leased Premises except for damage to the exterior walls caused by Lessee or anyone Lessee permits to use the Leased Premises, which shall be the obligation of the Lessee.

4. **Right of First Offer.** The following Section 49 is added to the Agreement after Section 48 thereof:

49. **Right of First Offer.**

(a) Subject to the terms and provisions of this Section 49, and subject, further, to the right of Lessor to (i) renew the lease of any existing tenant or occupant of the ROFO Space (as later defined), or any portion thereof, whether pursuant to such existing tenant's or occupant's lease or otherwise, or (ii) renew the lease of any future tenant or occupant of the ROFO Space, or any portion thereof, whether pursuant to such future tenant's or occupant's lease or otherwise, for which Lessee has failed to exercise its Right of First Offer hereunder (collectively, “Superior Tenant Rights”), in the event that the neighboring building located at 2609 Poland Street (“ROFO Space”) becomes available for leasing by third parties free and clear of Superior Tenant Rights at any time prior to one hundred eighty (180) days prior to the termination of this Agreement (the “ROFO Exercise Period”), Lessee shall have and is hereby granted the

ongoing right (the "Right of First Offer") to add such ROFO Space to the Leased Premises demised hereunder in accordance with the terms and provisions of this Section 49 and subject to prior review and non-disapproval of the Authorizer.

(b) Subject to the foregoing, at such time as Lessor determines the ROFO Space shall be available to lease, Lessor shall notify Lessee in writing thereof, along with the economic terms applicable thereto (collectively, the "ROFO Notice"). Lessee shall thereafter have sixty (60) days following such ROFO Notice from Lessor within which to notify Lessor in writing of Lessee's desire to add the ROFO Space to the Leased Premises on the terms outlined in the ROFO Notice ("Lessee's ROFO Exercise Notice"). In the event that Lessee fails to so notify Lessor of its acceptance of such offer within such 60-day period, or in the event that Lessor and Lessee fail to thereafter enter into a lease amendment which adds the ROFO Space to the Leased Premises, Lessee shall be deemed to have irrevocably waived its Right of First Offer with respect to such ROFO Space hereunder, time being of the essence in the giving of Lessee's ROFO Exercise Notice hereunder, and Lessor may thereafter lease such ROFO Space to any other third party on such terms and conditions as Lessor shall deem appropriate in Lessor's sole and absolute discretion.

(c) The Right of First Offer is personal to Lessee personally and may not be exercised by or for the benefit of, nor shall such Right of First Offer extend to, any assignee, subtenant, or any other party. It shall be a condition of Lessee's right to exercise such Right of First Offer that (i) this Agreement shall have not previously been terminated, (ii) Lessee is not then in default under any of the terms, covenants, or conditions of this Agreement at the time that Lessee delivers Lessee's ROFO Exercise Notice, (iii) Lessee is then leasing and occupying the entirety of the Leased Premises demised under this Agreement at the time that Lessee delivers Lessee's ROFO Exercise Notice, (v) there has been no material adverse change in the financial condition of Lessee at the time that Lessee delivers Lessee's ROFO Exercise Notice; and (vi) the ROFO Exercise Period shall not have theretofore expired hereunder.

(d) In the event that Lessee exercises its Right of First Offer under this Section 49, Lessee agrees to execute and deliver to Lessor an amendment to this Agreement setting forth the terms of such Right of First Offer within thirty (30) days following the date on which Lessor delivers such amendment to Lessee.

8. **Ratification.** Except as specifically modified by this Amendment, all of the terms and conditions of the Agreement are hereby ratified and confirmed by Lessor and Lessee as being in full force and effect. This Amendment replaces in its entirety Amendment No. 1, which is no longer effective. In the event of any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control.

11. **Binding Effect.** This Amendment shall be binding upon, and the benefits hereof shall inure to, the parties hereto and their respective successors and assigns.

12. **Miscellaneous.** This Amendment may be executed by facsimile or in counterparts, each of which, for all purposes, shall be deemed to constitute an original and all of which counterparts, when taken together, shall be deemed to constitute one and the same agreement, even though all of the parties hereto may not have executed the same counterpart.

13. **Charter Contract Conditions.** Pursuant to the Charter Contract issued by Saginaw Valley State University Board of Control to Oakland International Academy (the “Academy”), the following conditions are incorporated into this Amendment:

- a. No other party other than the Academy shall have an ongoing right to occupy the building, site, or physical plant.
- b. No provision of the Agreement shall interfere with the Academy Board of Directors’ (“Academy Board”) exercise of its statutory, contractual and fiduciary responsibilities governing the operation of the Academy. No provision of the Lease Agreement shall prohibit the Academy Board from acting as an independent self-governing public body, or allow decisions to be made other than in compliance with the Open Meeting Act.
- c. The 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. All lease and physical plant records of the Lessor related to the Academy shall be made available to the Academy’s independent auditor and Saginaw Valley State University Board of Control School/University Partnership Office (“SUPO”).
- e. Fixtures purchased with Academy funds are owned by the Academy.
- f. Any amendments to the Agreement must be reviewed by the SUPO before execution.
- g. 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 liabilities should be the responsibility of the Lessor.
- h. Lessor will indemnify the Academy Board for damages or litigation caused by the condition of the physical plant if those damages or litigation are caused by the Lessor’s use or prior use of hazardous material at the physical plant.
- i. If the Lessor procures equipment, materials and supplies at the request of or on behalf of the Academy, the Lessor must follow applicable competitive bidding laws and shall not charge Tenant 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).
- j. If the Academy makes improvements to the facility, the Academy shall recoup those investments if the Agreement is terminated by Lessor without cause prior to the conclusion of the Agreement’s term.

**[remainder of page intentionally left blank]**


**THIS AMENDMENT** has been entered into and effective as of the date and year first set forth above.

Lessor:

\_\_\_\_\_  
ALLEN H. VIGNERON, ROMAN CATHOLIC  
ARCHBISHOP OF THE ARCHDIOCESE OF DETROIT

Lessee:

Oakland International Academy, a Michigan  
non-profit corporation

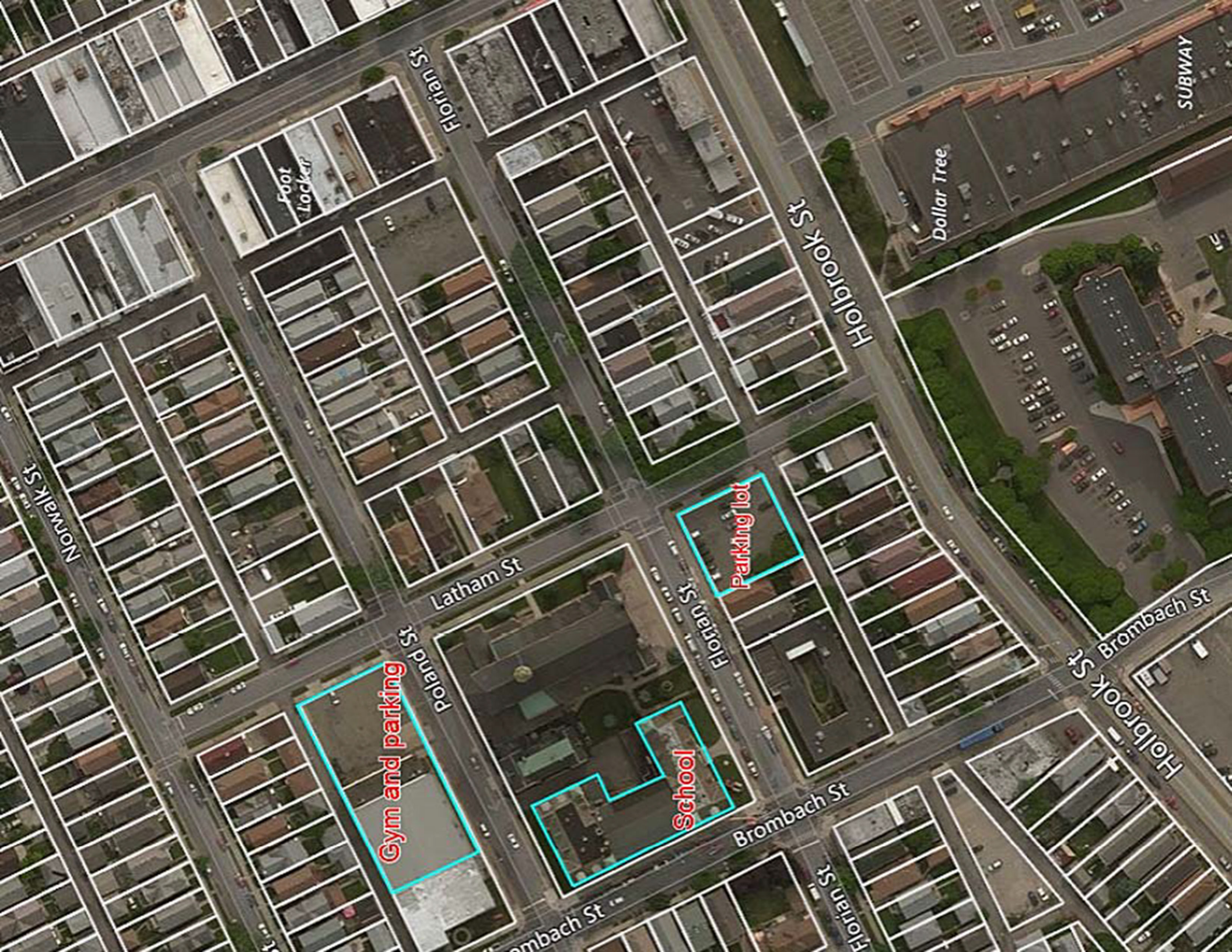
By: \_\_\_\_\_  


Its: Board President

## **SCHEDULE 1**

### **Scheduled Improvements**

- New Windows estimated at \$460,000,
- Electrical Upgrades estimated at \$80,000,
- Gymnasium Roof (to eliminate ongoing leaks) estimated at \$100,000, and
- Bathroom upgrades estimated at \$50,000.



Norwalk St

Florian St

Foot Locker

Hollbrook St

Dollar Tree

SUBWAY

Latham St

Parking lot

Gym and parking

School

Florian St

Brombach St

Brombach St

Hollbrook St

Florian St

## LEASE AGREEMENT

This Lease Agreement (hereinafter called the "Agreement") is entered into as of the \_\_\_ day of June, 2013, by and between Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit, whose address is 1234 Washington Boulevard, Detroit, Michigan 48226 (herein called "Lessor"), and Oakland International Academy, a Michigan non-profit corporation, whose address is 8228 Conant, Detroit, Michigan 48211 (herein called "Lessee"):

### WITNESSETH:

1. **The Leased Premises.** Lessor leases to Lessee and Lessee accepts and agrees to lease from Lessor the real property situated in the City of Hamtramck, County of Wayne and State of Michigan, commonly known as 2622 Florian Street, Hamtramck, Michigan, commonly referred to as the former St. Florian High School, and as more particularly depicted on the attached Exhibit A (herein called the "Leased Premises"). In addition, Lessee shall have the non-exclusive right to use the parking lots adjacent to the Leased Premises and the gymnasium located in the former St. Florian Elementary School ("Gymnasium"). Lessor and Lessee shall agree upon a schedule for Lessee's use of the Gymnasium. Unless Lessee has failed to make a Gymnasium Payment, as provided in Section 5, below, Lessor shall make reasonable efforts to ensure that Lessee has adequate access to the Gymnasium for its school and extracurricular purposes. In the event that either party wishes to use the Gymnasium at a time when such party is not scheduled to do so, that party shall notify the other at least 48 hours in advance and the notified party shall strive to reasonably accommodate the nonscheduled use.

2. **Occupancy.** Lessee will have full and exclusive occupancy of the Leased Premises.

If any conflict arises as to schedules, the same shall be resolved by the principal of the school and the pastor of the parish in which the Leased Premises are located. The Lessee shall provide to the pastor of St. Florian keys and all access codes, if applicable, for the Leased Premises.

3. **Term.** The term of this Agreement begins July 1, 2013 and ends June 30, 2018. However, if Lessor's contract, issued by its Authorizer, the Saginaw Valley State University Board of Control, is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of that 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, and no further obligations shall exist between the parties.

4. **Use.** The Leased Premises are to be used and occupied only as a public school academy for Grade K through Grade 8 as defined in Act 362 of the Public Acts of 1993 of the State of Michigan (as amended) and for no other purpose.

5. **Rent.** The Lessee agrees to pay the Lessor, without demand, offset or deduction, as rental for the Leased Premises, the Rental Amount on the first day of each and every month, in advance. As used herein, the "Rental Amount" shall equal (i) commencing July 1, 2013, and ending August 31, 2013, \$1,000 per month, and (ii) commencing September 1, 2013, 1/12<sup>th</sup> of ten percent

(10%) of the per pupil enrollment/state student aid grant/participation amount (based on the State Board of Education counts whenever they may be taken)("State Aid Amount"). In addition, Lessee agrees to pay the Lessor, without demand, offset or deduction, as rental for the Gymnasium, Twenty Five Thousand Dollars (\$25,000) per year payable in equal monthly installments on the first day of each and every month, in advance ("Gymnasium Rental"). So long as Lessee pays the Gymnasium Rental, Lessor agrees to not lease the Gymnasium to any third party; provided, however, Lessee hereby acknowledges and agrees that such prohibition on leasing is not applicable to the use of the Gymnasium by St. Florian Parish, or any successor parish. Anything in this Agreement to the contrary notwithstanding, Lessee's failure to pay the Gymnasium Rental shall not constitute as an Event of Default under this Agreement; provided, however, in the event Lessee fails to pay any installment of the Gymnasium Rental as set forth in this Paragraph, Lessee shall not have the right to use of the Gymnasium for any reason whatsoever and Lessor's agreement to not lease the Gymnasium to third parties shall be deemed null and void and of no further force or effect without any further action by the parties.

Lessee shall provide Lessor with copies of the forms submitted to the State of Michigan regarding the student count within fifteen (15) days after such information is submitted to the State of Michigan. The principal will apprise the pastor in writing regarding actual student enrollment twice yearly; the fall count in September, and the winter count in February. Based on the results of these student counts, the monthly rental shall be increased or decreased retroactively to the beginning of the month of the current student count date. Any overpayment or underpayment shall be reconciled with the next month's rent payment. Any further adjustments made to enrollment count or state aid will adjust rent retroactively as provided in this Paragraph. Anything in this Agreement to the contrary notwithstanding, in no event shall the monthly rental payment be less than (i) \$140,000 for the first lease year (July 1, 2013, through June 30, 2014), and (ii) \$175,000 for each subsequent lease year, through the termination of this Agreement.

Commencing September 1, 2013, monthly rental installments may be reduced by an amount of up to One Thousand Two Hundred Fifty Dollars (\$1,250) as compensation for Lessee's leasehold improvements and renovations, including but not limited to those necessary to meet applicable health, fire and life safety codes ("Code Improvements") which improvements shall be made in accordance with Section 14 of this Agreement. Lessor hereby agrees to provide a rental credit of fifty percent (50%) of the actual amount spent by Lessee (excluding from such amount any money, credit or grant funds received by Lessee from any third party to perform such improvements, including, but not limited to stimulus funds from the United States, the State of Michigan, or any local municipality) up to a maximum credit of Seventy Five Thousand Dollars (\$75,000) of the Code Improvements ("Reimbursement Amount"). The actual amount of the monthly rent credit will be determined by dividing the Reimbursement Amount by 60.

Anything in this Agreement to the contrary notwithstanding, Lessee hereby agrees that in the event this Agreement is terminated for any reason whatsoever (whether by default, surrender or otherwise), Lessor shall have no obligation to reimburse Lessee for the costs and/or expenses of the improvements, including Code Improvements, made by Lessee to the Leased Premises for which Lessee is receiving rent credits pursuant to the terms hereof.

All checks shall be payable to "St. Florian Parish," and shall be mailed to:

2626 Poland  
Hamtramck, Michigan 48212-3485

If at any time payment of the monthly rental amount reserved under this Section is more than ten (10) days past due, Lessee shall pay Lessor a late fee in the amount of five percent (5%) of the amount past due. The parties agree that such a late fee represents a fair and reasonable estimate of the costs Lessor will incur by reason of a late payment. In the event that any monthly rental payment is more than thirty (30) days past due, in addition to the late fee, Lessee shall pay Lessor interest on the unpaid amount at the rate of ten percent (10%) per annum commencing on the thirtieth (30th) day after such payment was due, until such payment is made. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of his rights and remedies. Except as may otherwise be expressly permitted in this Lease, rents shall not abate for any reason during the term hereof.

6. **Utilities.** Lessee shall pay all charges for all utilities used by Lessee or charged to the Leased Premises and the Gymnasium during the term of this Agreement, including, without limiting the generality of the foregoing, for gas, water, sewer, electricity and heating service ("Utility Charges"); provided that with respect to the Gymnasium, the utilities shall be the responsibility of the Lessee only during the months when school is in session. Lessee hereby acknowledges and agrees that certain utility meters servicing the Leased Premises also service other improvements on the parish campus not part of the Leased Premises. Lessor shall pay all invoices for meters servicing property which service property in addition to the Leased Premises. Lessee hereby agrees to reimburse Lessor for seventy five percent (75%) of each utility invoice paid by Lessor. Lessee shall pay its share of the monthly utility charges within thirty (30) days after receipt of written notice of the amount due from the Lessor. Lessee shall pay directly all invoices for utilities which solely service the Leased Premises, including, but not limited to, electricity.

7. **Compliance With Laws.** Lessee agrees to comply promptly with all laws, orders, regulations, and ordinances of all municipal, county, state and federal authorities, and all easements and building and use restrictions of record, affecting the Leased Premises and the cleanliness, safety, occupation, and use of same, including without limitation the Americans with Disabilities Act of 1990 42U.S.C. 12101-12213 (1991), as amended. Lessee also agrees to observe all reasonable regulations and requirements of underwriters concerning the use and condition of the Leased Premises tending to reduce fire hazards and insurance rates, and not permit nor allow any rubbish, waste material or products to accumulate on the Leased Premises. Lessee shall not do or permit anything to be done in or about the Leased Premises that will in any way obstruct or interfere with the rights of other tenants, if any, or use or allow the Leased Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Lessee cause, maintain or permit any nuisance in, on or about the Leased Premises.

8. **Maintenance, Repairs, Snow Removal and Landscaping.** Except for the express obligations of Lessor set forth below ("Lessor's Obligations"), during the entire term of the Agreement, including any Renewal Term, Lessee agrees, at its sole cost and expense, to maintain the entire Leased Premises, the Gymnasium and the parking lot adjacent to the Leased Premises, in good order, condition and repair at all times (including any replacements thereof if necessary in the event

such item or component of the Leased Premises or fixture cannot be repaired), including, but not limited to, the interior and exterior, structural and nonstructural components, and the boiler; provided, however, Lessor agrees to reimburse Lessee for 50 percent (50%) of the actual cost paid by Lessee to maintain and repair the boiler which reimbursement amount shall be made by Lessor to Lessee within thirty (30) days after receipt of written notice from Lessee of the amount thereof (including copies of all invoices actually paid by Lessee). Lessee shall keep the Leased Premises in a clean, sanitary and safe condition at all times, including custodial services, trash removal, a dumpster and disposal. In addition, Lessee shall be responsible for contracting for maintenance of the lawn and landscaping of the Leased Premises and for snow and ice removal from the pavement and walkways of and adjacent to the Leased Premises, including, but not limited to, the parking lot; provided, however, Lessor agrees to reimburse Lessee for 50 percent (50%) of the actual cost paid by Lessee for lawn and landscaping and snow and ice removal which reimbursement amount shall be made by Lessor to Lessee within thirty (30) days after receipt of written notice from Lessee of the amount thereof (including copies of all invoices actually paid by Lessee). Lessee hereby acknowledges and agrees that except for Lessor's Obligations it is the intent of the parties that Lessor shall have no obligation whatsoever to repair or maintain or replace any portion of the Leased Premises.

Lessor, after receiving notice from the Lessee, agrees to keep in good order and repair the roof and exterior walls of the Leased Premises except for damage to the exterior walls caused by Lessee or anyone Lessee permits to use the Leased Premises, which shall be the obligation of the Lessee.

9. **Licenses**. If the nature of the Lessee's business requires licensure, Lessee shall keep in effect a valid license to operate the Leased Premises for that purpose and provide Lessor with a current copy of the required license.

10. **Security**. Lessee agrees to provide any and all security for its use of the Leased Premises during the term of this Agreement. Lessee hereby acknowledges that Lessor is not responsible for providing any security during Lessee's use of the Leased Premises and hereby releases Lessor from any and all claims Lessee may have against Lessor arising from, or related to, security of the Leased Premises during the term of this Agreement. In addition, Lessee hereby agrees to indemnify, defend (using counsel of Lessor's choice) and hold Lessor harmless for any claim, expense or loss arising from, or relating to, security of the Leased Premises, except for acts or omissions of Lessor, its agents, employees or invitees.

11. **Quiet Enjoyment**. The Lessor covenants that the Lessee, on payment of the rental at the time and in the manner aforesaid and performing all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the Leased Premises for the term aforesaid.

12. **Insurance**. The Lessee will procure and keep in effect during the term hereof commercial general liability insurance on an occurrence basis with limits of at least Two Million Dollars (\$2,000,000.00) per occurrence, with a Two Million Dollar (\$2,000,000.00) annual general aggregate insurance issued by a company acceptable to Lessor for benefit of the Lessor. Said policy shall name the Lessee and the Lessor (The Archdiocese of Detroit, the Archbishop of Detroit, St. Florian Parish and the pastor of St. Florian Parish) as additional named insureds. Lessee shall

deliver a Certificate of Insurance to the Lessor. Such policy shall (a) contain cross-liability endorsements and shall include coverage for bodily injury, property damage, premises and operations, personal and advertising injury and contractual liability insurance that covers the indemnification obligations of this Agreement; (b) be primary, not contributing with, and not in excess of coverage which Lessor may carry; (c) state that Lessor is entitled to recovery for the negligence of Lessee even though Lessor is named as an additional insured; (d) provide for severability of interest; (e) provide that an act or omission of one of the insured or additional insureds which would void or otherwise reduce coverage shall not void or reduce coverages as to the other insured or additional insured; (f) afford coverage after the term of this Agreement (by separate policy or extension if necessary) for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the term of this Agreement; and (g) contain a provision that it may not be canceled without at least thirty (30) days prior written notice being given by the insurer to Lessor.

The insurance required hereunder shall be obtained from insurance companies authorized to conduct business in the State of Michigan and rated B+ or better by Best's Insurance Guide. Upon Lessee's failure to deliver a Certificate of Insurance, the Lessor may, at his option, immediately cancel this Agreement upon written notice to Lessee. The limits of said insurance shall not limit any liability of Lessee hereunder. Not more frequently than every three (3) years, if, in the reasonable opinion of Lessor, the amount of liability insurance required hereunder is not adequate, Lessor shall promptly increase said insurance coverage as required by Lessor.

Lessee shall be responsible for securing any insurance it deems advisable on contents and tenant improvements or for business interruption and Lessor shall have no liability with respect to any loss to Lessee's personal property or improvements.

13. **Indemnity.** To the extent permitted by law, Lessee shall indemnify, defend (using counsel satisfactory to Lessor in its sole discretion) and hold harmless Lessor, the Archdiocese of Detroit, the Archbishop of Detroit, St. Florian Parish, the pastor of St. Florian Parish, and their employees, managers, partners, officers, directors, contractors and agents from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses (including attorneys' fees) arising from or related to (i) the occupancy, condition, operation or use of the Leased Premises, (ii) any accident, occurrence, injury to or death of persons, or loss of or damage to property occurring on or about the Leased Premises, (iii) use or misuse of any portions of the Leased Premises by a Lessee or any of Lessee's respective agents, contractors, employees, visitors, and invitees, or (iv) Lessee's failure to perform its obligations under this Agreement. The obligations of Lessee under this paragraph arising by reason of any occurrence taking place during the term of this Agreement shall survive any termination of this Agreement.

14. **Alterations.** The Lessee may make no alterations, additions, or improvements to the Leased Premises without the Lessor's prior written consent. All such alterations, additions and improvements shall be at the expense of the Lessee and, to the extent permitted by law, Lessee hereby indemnifies and holds Lessor harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of any such alterations, additions or improvements. Upon vacation of the Leased Premises, said improvements, additions and alterations shall, at Lessor's option, become the property of the Lessor. Lessee shall promptly remove all such alterations, additions and improvements required by Lessor to be removed and Lessee shall restore

the Leased Premises after such removal to substantially their condition prior to the time such alteration, addition or improvement was made. All furnishings and equipment which are not attached or affixed to the Leased Premises made or placed by Lessee upon the Leased Premises shall be the property of the Lessee, and the Lessee shall remove the same at the end of the term of this Agreement.

If Lessor consents to Lessee's performance of any alteration or addition to the Leased Premises ("Work"), Lessee shall ensure that the Work shall be made in accordance with the Plans and Drawings (as defined below) and all applicable laws, regulations and building codes, in a good and workmanlike manner and in quality satisfactory to Lessor. In addition, prior to commencement of any Work, Lessee must submit to Lessor for approval, which approval Lessor may withhold in its reasonable direction:

- (i) a complete set of plans and specifications ("Plans") prepared and sealed by a registered architect or engineer,
- (ii) a complete set of drawings and specifications for mechanical, electrical and plumbing systems ("Drawings"); and
- (iii) a list of the contractors and subcontractors ("Contractors") who will perform the Work, together with proof of insurance and performance and labor bonds, in such amounts and with such carriers or sureties as Lessor may require in its sole and absolute discretion.

Within thirty (30) days of receipt of Plans and Drawings, Lessor will approve or disapprove such Plans and Drawings, which approval Lessor shall not unreasonably withhold, condition, or delay. If Lessor does not respond within the thirty (30) day period, Lessor will be presumed to have approved the Plans and Drawings. If Lessor disapproves the Plans and Drawings, Lessor shall inform Lessee of the reasons for Lessor's disapproval in writing, and Lessee may submit revised Plans and Drawings to Lessor for Lessor's review in the same manner described above. Lessor's approval of the Plans and Drawings for Lessee's alterations shall create no responsibility or liability on the part of Lessor for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities. No person shall be entitled to any lien on the Leased Premises because of any labor or material furnished to Lessee in connection with any alterations or improvements by Lessee, and nothing in this Lease shall be construed to constitute a consent by Lessor to the creation of any lien. If any lien is filed against the Leased Premises as a result of a claim against Lessee for labor or material furnished to Lessee, Lessee shall cause the lien to be discharged of record within fifteen days after filing. If Lessee fails to cause the lien to be discharged within such time, Lessor may, without the obligation to do so, payoff the lien and Lessee shall reimburse Lessor for all costs and expenses incurred by Lessor to pay and discharge such lien, including, but not limited to, reasonable attorney fees ("Lien Expense"). To the extent permitted by law, Lessee shall indemnify Lessor from any costs, including, but not limited to, reasonable attorney fees, in connection with any such lien.

15. **Eminent Domain.** If all or any part of the Leased Premises shall be taken as a result of the exercise of the power of eminent domain, this Agreement shall terminate as to the part so taken as of the date of taking, and, in the case of partial taking, either Lessee or Lessor shall have the right to terminate this Agreement as to the balance of the Leased Premises by notice to the other

within thirty (30) days after such date; provided, however, that a condition to the exercise by Lessee of such right to terminate shall be that the portion of the Leased Premises taken shall be of such extent and nature as substantially to handicap, impede or impair Lessee's use of the balance of the Leased Premises. In the event of any taking, Lessor shall be entitled to any and all compensation, damages, income, rent, awards, or any interest therein whatsoever which may be paid or made in connection therewith, and Lessee shall have no claim against Lessor for the value of any unexpired term of this Agreement or otherwise. In the event of a partial taking of the Leased Premises which does not result in a termination of this Agreement, the rental thereafter to be paid shall be reduced on a per square foot basis.

16. **Taxes.** Any real property taxes, assessments, impositions or charges, whether general or special, including, but not limited to, any and all real estate taxes and assessments, personal property taxes and assessments and the like, assessed against the Leased Premises or any property of which they are a part, at any time, shall be paid by the Lessee where such taxes have resulted because of rental of the Leased Premises by Lessee or any party Lessee permits to use the Leased Premises.

Payment of all such taxes, assessments, impositions and charges shall be made on or before the last day when payment may be made without interest or penalty. Lessee may, when permitted by appropriate governmental authority, pay any tax, assessment or charge over a period of time.

Lessee agrees to exhibit to Lessor on demand any time following such date for payment of taxes, assessments, impositions or charges, receipts evidencing payments of all such taxes, assessments or charges so payable.

17. **Additional Rent.** All taxes, insurance, utility charges, costs and expenses that the Lessee assumes or agrees to pay under this Agreement, together with all interest and late charges that may accrue thereon in the event of failure of Lessee to pay these items, and all other damages that Lessor may incur by reason of any default of the Lessee to comply with the terms and conditions of this Agreement shall be deemed additional rent, and in the event of non-payment, Lessor shall have all the rights as herein provided for failure to pay rent.

18. **Assignment and Subletting.** Lessee covenants that it will not assign, sell, mortgage or in any manner transfer or encumber this Agreement or any interest herein, or sublet the Leased Premises or any part or parts thereof or grant any concession or license or otherwise permit occupancy of all or any part thereof by others without in each case first obtaining the prior written consent of Lessor. The consent by Lessor to an assignment or subletting shall not in any way be construed to release Lessee from obtaining the express consent of the Lessor to any further assignment or subletting of any part of the Leased Premises nor shall the collection of rent by Lessor from any assignee, subtenant or other occupant be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or occupant as a tenant hereunder or a release of Lessee from the further performance by Lessee of the covenants in this Agreement on Lessee's part to be performed. In the event Lessor consents to any subletting, Lessor shall have the right, upon the occurrence of a default by Lessee under this Agreement, to demand the sublessee to pay the rent due under the sublease directly to the Lessor to be applied to sums due Lessee under this Agreement.

If Lessee is a corporation or a partnership, the sale or transfer of fifty percent (50%) or more

of such corporation's voting shares or of such partnership's general partnership interests, as the case may be, shall be deemed to be an assignment of this Agreement. If Lessee is a nonprofit corporation, then the occurrence of any of the following events also shall be deemed to be an assignment of this Agreement: (i) change of Lessee's Authorizer, now the Saginaw Valley State University Board of Control; or (ii) a change in the name of Lessee or the nature of its business, generally, or in its affiliations or in its use of the Leased Premises, any of which, in the sole discretion of Lessor, is substantial; or (iii) in the event that the Lessee is currently affiliated with the Roman Catholic Church or any group or organization identified with, approved by or affiliated with the Roman Catholic Church, any event which causes Lessee to lose such affiliation.

19. **Default.** The occurrence of any one or more of the following events (hereinafter referred to as "Events of Default") shall constitute a default or breach of this Agreement by Lessee:

- a. if Lessee shall fail to pay rent or any other sum within ten (10) days of when and as the same becomes due and payable;
- b. if Lessee shall fail to perform or observe any other term hereof to be performed or observed by Lessee under this Agreement;
- c. if Lessee shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as insolvent or shall file a petition in any proceeding seeking any reorganization, arrangements, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or fail timely to contest or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or any material part of its properties;
- d. if this Agreement or any estate of Lessee hereunder shall be levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days;
- e. if Lessee vacates, abandons or deserts the Leased Premises or Lessee fails to occupy the Leased Premises for more than thirty (30) consecutive days, excluding such times as when school is not in session; and
- f. if there is a revocation, termination or other invalidation of any permit, license or authorization with respect to Lessee's use and/or occupancy of the Leased Premises, including, but not limited to, certificates of occupancy, business licenses or charters.

20. **Remedies.** Upon the occurrence of any an Event of Default, in addition to any other remedies which may be available to Lessor, Lessor may, at his option, after providing to Lessee any notice required under Michigan Law, do one or more of the following:

- a. Terminate this Agreement and, upon such termination, this Agreement shall come to an end and expire upon Lessor's termination, but Lessee shall remain liable for

damages as provided in Section 21 hereof; or

- b. Either with or without terminating this Agreement, Lessor may immediately or at any time after the Event of Default or after the date upon which this Agreement shall expire, reenter the Leased Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, (without being liable to indictment, prosecution or damages therefor), and may repossess the Leased Premises and remove any and all of Lessee's property and effects from the Leased Premises; or
- c. Either with or without terminating this Agreement, Lessor may relet the whole or any part of the Leased Premises from time to time, either in the name of Lessor or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the expiration of this Agreement, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Lessor, in its sole discretion, may determine. In the event of any such reletting, Lessor shall not be liable for the failure to collect any rental due upon any such reletting, and no such failure shall operate to relieve Lessee of any liability under this Agreement or otherwise to affect any such liability; and Lessor may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Leased Premises as Lessor, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Lessee of any liability under this Agreement or otherwise affecting such liability;
- d. Perform for the account of Lessee any default of Lessee under this Agreement and immediately recover as expenses any expenditures made and the amount of any expenses (including legal fees) or obligations incurred in connection therewith, plus interest at the rate of three percent (3%) in excess of the prime rate as published in The Wall Street Journal, from the date of any such expenditure. The payment of interest on such amount shall not excuse or cure any default by Lessee under this Lease.
- e. Lessor shall have the right to recover the rental and all other amounts payable by Lessee hereunder as they become due and all other damages incurred by Lessor as a result of an Event of Default including, without limitation, attorney's fees and costs.
- f. Accelerate all rental due for the balance of the term of this Agreement and declare the same to be immediately due and payable.

21. **Recovery of Damages upon Termination.** Upon termination of this Agreement by Lessor pursuant to Section 20(a) hereof, Lessor shall be entitled to recover from Lessee the aggregate of:

- a. the worth at the time of award of the unpaid rental which had been earned at the time

of termination;

- b. the worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the then reasonable rental value of the Leased Premises during such period;
- c. the worth at the time of the award of the amount by which the unpaid rental for the balance of the term of this Agreement after the time of award exceeds the reasonable rental value of the Leased Premises for such period; and
- d. any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in clauses (a) and (b) above is computed from the date such rent was due or would have been due, as the case may be, by allowing interest at the rate of three percent (3%) in excess of the prime rate as published in The Wall Street Journal. The "worth at the time of award" of the amount referred to in clause (c) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award, plus one percent (1%). Lessee hereby waives any and all rights to set-off or recoup any present or future accounts, amounts, damages or claims arising as a result of or in connection with this Agreement, any transaction, any incident, any occurrence or any other agreement between Lessor and Lessee against any of its present or future payments due Lessor under this Agreement.

22. **Lessor's Cure.** All covenants, terms and conditions to be performed by Lessee under any of the terms of this Agreement shall be at its sole cost and expense and without any abatement of rental. If Lessee shall fail to pay any sum of money, other than the payment of rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Lessor may, but shall not be obligated so to do, and without waiving or releasing Lessee from any obligations of Lessee, make any such payment or perform any such other act on Lessee's part to be made or performed as in this Agreement provided. Lessee shall reimburse all sums so paid by Lessor and all necessary incidental costs related thereto ("Reimbursable Expenses") within fifteen (15) days of receipt of written notice from Lessor of the amount due. All Reimbursable Expenses shall be deemed additional rental, and Lessor shall have (in addition to any other right or remedy of Lessor) the same rights and remedies in the event of the nonpayment thereof by Lessee as in the case of default by Lessee in the payment of rent.

23. **Lessee's Payment Obligations.** In the event Lessee fails to pay any sum of money, other than the payment of rent, required to be paid by Lessee under the terms of this Agreement, including, but not limited to any Reimbursable Expenses, Lien Expense and Utility Charges ("Delinquent Payment"), within ten (10) days of when due ("Delinquency Date"), Lessee shall pay to Lessor, on the Delinquency Date and every thirty (30) days thereafter until such payment is made, in addition to the amount of such Delinquent Payment, a late fee in the amount of five percent (5%) of the amount of the Delinquent Payment. In the event such Delinquent Payment is more than thirty (30) days past due, in addition to the late fee, Lessee shall pay to Lessor interest on the unpaid

amount of the Delinquent Payment at the rate of ten percent (10%) per annum commencing on the thirtieth (30th) day after such Delinquent Payment was due, until such Delinquent Payment is made. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Lessee's default with respect to the Delinquent Payment, nor prevent Lessor from exercising any of his rights and remedies set forth in this Agreement.

24. **Lessor's Rights and Non-liability.** Lessor shall have the right from time to time, without notice to Lessee, to inspect the Leased Premises to confirm Lessee's compliance with this Agreement. Lessor shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining areas or any part of the area adjacent to or connected with the Leased Premises or any part of the structures or improvements on the Leased Premises or for any loss or damage resulting to Lessee or his property from theft or a failure of the security systems, if any, in the structures or improvements on the Leased Premises, or for any damage or loss of property within the Leased Premises from any cause other than solely by reason of the willful act or gross negligence of Lessor, and no such occurrence shall be deemed to be an actual or constructive eviction from the Leased Premises or result in an abatement of rents.

If Lessor shall fail to perform any covenant, term or condition of this Agreement upon Lessor's part to be performed, and, if as a consequence of such default, Lessee shall recover a money judgment against Lessor, such judgment shall be satisfied only against the right, title and interest of Lessor in the Leased Premises and out of rents or other income from the Leased Premises by Lessor, or out of the consideration received by Lessor from the sale or other disposition of all or any part of Lessor's right, title and interest in the Leased Premises, and Lessor shall not be liable for any deficiency.

25. **Controlling Law; No Other Agreement or Representatives; Time of Essence.** This Agreement shall be governed by the laws of the State of Michigan. This Agreement represents the entire agreement between the parties and there are no understandings, agreements, representations, or warranties, expressed or implied, other than those set forth in a written addendum or supplement executed simultaneously herewith, or as herein set forth fully or incorporated by specific reference, respecting this Agreement or any real or personal property leased hereunder. Time is of the essence in this Agreement.

26. **Non-Waiver; Modifications.** No waiver of any provision of this Agreement, or a breach thereof, shall be construed as a continuing waiver, nor shall it constitute a waiver of any other provision or breach. The acceptance of part (but not all) of a rent installment(s) due Lessor hereunder shall not constitute a waiver of default hereunder for nonpayment of rent. The acceptance of all or part of a rent installment(s) due Lessor hereunder shall not constitute a waiver of any other type of default hereunder. No modification, alteration and/or amendment of this Agreement shall be binding upon the other party hereto, unless the same shall be reduced to writing and signed by the party against whom it is sought to be enforced.

27. **Notices.** Whenever under this Agreement provision is made for notice of any kind, unless otherwise expressly herein provided, it shall be in writing and shall be served personally or sent by registered or certified mail, with postage prepaid, to the address of Lessor or Lessee, as the

case may be, as stated below, or such other address as either of the parties may subsequently designate in writing by notice to the other party in the manner required herein:

To the Lessor at:

Pastor, St. Florian Parish  
2626 Poland  
Hamtramck, Michigan 48212-3485

and

Director of Properties  
Archdiocese of Detroit  
1234 Washington Boulevard  
Detroit, Michigan 48226

To the Lessee at:

Oakland International Academy  
8228 Conant  
Detroit, Michigan 48211

With a copy to:

Shifman & Carlson, P.C.  
31700 Middlebelt Rd., Ste. 126  
Farmington Hills, MI 48334

28. **Surrender**. The Lessee shall return said Leased Premises peaceably and promptly to the Lessor at the end of the term of this Agreement, or at any earlier termination thereof, in as good condition as the same are now in or may hereafter to be put in, except for ordinary wear and tear. Upon termination of this Agreement, whether by expiration of the term, abandonment or surrender by Lessee, process of law or otherwise, any personal property belonging to Lessee and left on the Leased Premises shall be deemed to be abandoned and may be removed and disposed of by Lessor at Lessee's expense.

29. **Damage to Leased Premises or Gymnasium**. If the Leased Premises become wholly untenable through damage or destruction, this Agreement shall automatically be terminated without any further action by the parties; if partially untenable, Lessor shall have the option of terminating this Agreement at anytime within thirty (30) days after such casualty. If Lessor does not terminate this Agreement, the Lessor shall repair the Leased Premises with all convenient speed. The obligation of the Lessee to pay the monthly rental shall be abated during the time the Leased Premises are untenable and shall be partially abated during the time the Leased Premises are partially untenable.

If the Gymnasium becomes either wholly or partially untenable through damage or

destruction, Lessee's obligation to pay the Gymnasium Rental shall be wholly abated during such time as the Gymnasium is untenable. Such abatement shall not constitute a failure to pay the Gymnasium Rental, meaning that Lessor shall not be permitted to lease the Gymnasium to any third party due to the abatement, nor shall Lessee forfeit its right to use the Gymnasium due to the abatement. Once the Gymnasium is again tenable and abatement has ceased, Lessee shall be entitled to continue using the Gymnasium in the same manner as before the Gymnasium became untenable so long as Lessee otherwise complies with its obligations under Paragraph 4, Rent, above.

30. **Right to Terminate.** Anything in this Agreement to the contrary notwithstanding, In the event the Archdiocese of Detroit elects to close, merge, or cluster St. Florian Parish, Lessor shall have the right to terminate this Agreement upon 120 days' written notice; however, if such notice is given after April 1 in any given year, termination shall not occur until June 30 of the succeeding year.

31. **Successors and Assigns.** This Agreement and each of the covenants, conditions, and agreements contained herein shall be binding upon each of the parties and upon their respective successors, representatives and assigns, and the benefits shall inure to each of the parties and to their respective permitted successors, representatives and assigns.

32. **"AS IS"; No Representations.** Lessee accepts the Leased Premises in its condition on the date of this Agreement, "AS IS" and without any representations or warranties of any kind, express or implied, by Lessor. Lessee acknowledges that no representation, verbal or written, has been made by any broker, agent or employee of Lessor regarding the condition of the improvements on the Leased Premises. This Agreement is not made in reliance upon any representation whatsoever.

33. **Security Deposit.** The Lessor herewith acknowledges the receipt of Ten Thousand Dollars (\$10,000), which he is to retain as security for the faithful performance of all of the covenants, conditions, and agreements of this Agreement, but in no event shall the Lessor be obliged to apply the same upon rents or other charges in arrears or upon damages for the Lessee's failure to perform said covenants, conditions, and agreements; the Lessor may so apply the security at his option; and the Lessor's right to the possessions of the Leased Premises for non-payment of rent or for any other reason shall not in any event be affected by reason of the fact that the Lessor holds this security. The said sum, if not applied toward payment of rent in arrears or toward the payment of damages suffered by the Lessor by reason of the Lessee's breach of the covenants, conditions, and agreements of this Agreement, is to be returned to the Lessee when this Agreement is terminated, according to the terms, but in no event is the said security to be returned until the Lessee has vacated the Leased Premises and delivered possession to the Lessor. In the event that the Lessor repossesses himself of the Leased Premises because of the Lessee's default or because of the Lessee's failure to carry out the covenant, conditions, and agreements of this Agreement, the Lessor may apply the said security upon all damages suffered to the date of said repossession and may retain the said security to apply upon such damages as may be suffered or shall accrue thereafter by reason of the Lessee's default or breach. The Lessor shall not be obliged to keep the said security as a separate fund, but may mix the said security with its own funds nor shall Lessor be required to obtain or account for any interest on said funds.

34. **Hold Over.** It is hereby agreed that in the event the Lessee herein holds over after the termination of this Lease, that thereafter the tenancy will be from month-to-month in the absence of a written agreement to the contrary. All terms of the previous lease will remain the same, except that the rent amount shall be increased to 150% of the previous rent amount.

35. **Option to Renew.** Provided an Event of Default has not occurred, Lessee shall have one (1) option to extend the term of this Agreement for an additional five (5) year period (the "Renewal Term") from and after the expiration of the original term. Lessee shall exercise its option by giving Lessor written notice of the intention to extend no later than six (6) months prior to the expiration of the original term. The Renewal Term shall be on the same terms and conditions in this Agreement as the original term.

36. **Brokers.** The parties hereto each represent to one another that no real estate brokers are involved in this transaction other than Century 21. Each party indemnifies the other against the claims of any brokers and salespeople who allege that they represented a party or are entitled to a commission or fee as a result of this transaction other than Century 21. The commission of Century 21 shall be paid by Lessor per a separate agreement.

37. **Headings.** The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provisions of this Agreement.

38. **Hazardous Materials.** Lessee will not use Hazardous Materials as hereinafter defined, on or at the Leased Premises in any manner that violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

Lessor represents that, as of the date of execution of this Agreement, it has no actual knowledge of the presence of Hazardous Materials on the Leased Premises, the Gymnasium, or the parking lot, or in the soil or the groundwater on or under the Leased Premises, Gymnasium, or parking lot.

In the event Lessee uses or stores any Hazardous Materials on the Leased Premises, then with regard to such use or storage of any Hazardous Materials upon the Leased Premises, the Hazardous Materials shall be stored and/or used in compliance with all applicable federal, state and local laws and regulations; and without limiting the foregoing, Lessee shall not cause the Leased Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Lessee cause, as a result of any intentional or unintentional act or omission on the part of Lessee, the release of Hazardous Materials onto the Leased Premises.

With respect to the release of Hazardous Materials upon the Leased Premises caused by or resulting from the activities of Lessee, its employees or agents on the Leased Premises, Lessee shall: (i) to the extent required by applicable law, conduct and complete all investigations, studies, sampling and testing, and perform all remedial, removal, response and other actions necessary to clean up and remove all Hazardous Materials, on, under, from or affecting the Leased Premises in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and

policies, and in accordance with the orders and directives of all federal, state, and local governmental authorities; and (ii) to the extent permitted by law, defend, indemnify and hold harmless Lessor, its employees and agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to: (1) the presence, disposal, removal, or release of any Hazardous Materials on, over, under, from or affecting the Leased Premises or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; and (3) any violation of laws, orders, regulations, requirements or demands of government authorities which are based upon or in any way related to such Hazardous Materials, including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses.

For purposes of this Lease, "Hazardous Materials" includes, but is not limited to, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in: (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.); (2) the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.); (3) the Resource Conservation and Recovery Act, as amended (41 U.S.C. Section 9601, et seq.); (4) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; or (5) Michigan's Natural Resources and Environmental Protection Act, as amended (M.C.L. 324.101 et seq.), including any regulations adopted or publications promulgated pursuant to the above-referenced statutes, or as otherwise defined, classified, characterized, listed or identified by any other federal, state or local and governmental law, ordinance, rule or regulation.

39. **Asbestos.** Lessee, at Lessee's sole cost and expense, hereby agrees to comply with all of the requirements under Michigan's Asbestos in Educational Facilities Act (MCL 388.861 et seq.) and the Asbestos Hazard Emergency Response Act (15 USC § 2601 et seq.) (collectively, the "Asbestos Laws") with respect to the Leased Premises, including, but not limited to, performing all of Lessor's obligations. All obligations of Lessee under this Section must be performed by accredited contractors approved by Lessor, in its sole and absolute discretion, and all contracts with such contractors shall expressly provide that Lessor is a third party beneficiary of such contract. To the extent permitted by law, Lessee hereby indemnifies and holds Lessor harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of Lessee's failure to comply with this Section and/or the Asbestos Laws.

Lessor, no later than ten (10) days after execution of this Agreement by both parties, shall provide Lessee with records that are in its possession or under its control relating to compliance with the Asbestos Laws, with respect to the Leased Premises. Within ten (10) business days after receipt of the records described in this section, Lessee may terminate this Agreement, without penalty, if it notifies Lessor in a writing dated during the ten-day period that Lessee is not satisfied with: (i) the documents provided by Lessor under this section; (ii) the status of Lessor's or any previous lessee's compliance with the Hazardous Materials or lead-based paint statutes, ordinances, rules, or regulations or the Asbestos Laws; or (iii) the presence of Hazardous Materials, asbestos, or lead-based paint at the Leased Premises, Gymnasium, or parking lot.

40. **Transfer of Leased Premises by Lessor.** Lessor reserves the right to sell, assign or otherwise transfer its interest in the Leased Premises without Lessee's consent. In the event of any such sale, assignment or transfer, the transferor shall automatically be relieved of any obligations or liabilities on the part of Lessor accruing from and after the date of such transfer and Lessee covenants and agrees to recognize such transferee as the Lessor under this Agreement.

41. **Subordination.** This Agreement and the rights of the Lessee hereunder are hereby made subject and subordinate to all mortgages now or hereafter placed upon the Leased Premises. Lessee covenants and agrees to execute and deliver on demand an instrument or instruments subordinating this Agreement to the lien of any such mortgage or mortgages and hereby irrevocably appoints Lessor the attorney-in-fact of Lessee to execute and deliver any such instrument or instruments in the name of Lessee. In addition, Lessee agrees that, upon the request of Lessor or any mortgagee of Lessor, Lessee shall execute a estoppel certificate in form satisfactory to Lessor or any mortgagee of Lessor.

42. **Recording.** Neither party shall record this Agreement or a copy thereof without the written consent of the other; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum of this Agreement for the purposes of recordation. Said memorandum of this Agreement shall describe the parties, the Leased Premises, the term of this Agreement and any special provisions, except rentals payable hereunder, and shall incorporate this Agreement by reference.

43. **Signs.** Lessee shall be entitled to place signs on the exterior walls of the Leased Premises during the term of this Agreement, subject to the reasonable approval of the Lessor as to size and content. No freestanding sign may be erected on the Leased Premises without the prior written consent of the pastor of St. Florian Parish. As necessary, Lessee may also place temporary signs on the parking lot, indicating that such lot may be used by Lessee's employees, agents, or invitees. The size, type, design, legend, and location of any sign must be in compliance with all applicable laws, including but not limited to, all applicable City of Hamtramck ordinances and must be approved by the pastor of St. Florian Parish. Lessee hereby acknowledges and agrees to maintain, at Lessee's sole cost and expense, any sign erected by Lessee pursuant to this Section in good repair and working order at all times. In addition, Lessee hereby agrees to indemnify, defend and hold Lessor harmless (using counsel of Lessor's choice) from and against any cost, expense, claim or liability, including reasonable attorneys' fees, arising from or related to any sign erected by Lessee on the Leased Premises or the maintenance thereof.

At the expiration or termination of this Agreement, the Lessee shall promptly remove the sign and shall restore the Leased Premises and/or surrounding land to substantially their condition prior to installation of the sign. If the sign is not so removed within 30 days after the termination or expiration of this Agreement, then the sign shall, at Lessor's option, be deemed to have been abandoned by Lessee and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to Lessee and without any obligation to account for such sign. All costs and expenses incurred by Lessor in connection with repairing or restoring the Leased Premises and/or surrounding land to the condition called for herein, together with the costs, if any, of removing the sign shall be invoiced to Lessee and shall be immediately due from and payable by Lessee.

44. **Attorneys' Fees.** If Lessor uses the services of an attorney in connection with (i) any breach or default in the performance of any of the provisions of this Agreement, in order to secure compliance with such provisions or recover damages therefor, or to terminate this Agreement or evict Lessee, or (ii) any action brought by Lessee against Lessor, or (iii) any action brought against Lessee in which Lessor is made a party, Lessee shall reimburse Lessor upon demand for any and all attorneys' fees and expenses so incurred by Lessor.

45. **Rules and Regulations.** Lessee shall faithfully observe and comply with the reasonable rules and regulations as issued by Lessor from time to time, if any, and, after notice thereof, all reasonable modifications thereof and additions thereto from time to time promulgated in writing by Lessor. Lessor shall not be responsible to Lessee for the nonperformance by any other tenant or occupant, if any, of the Leased Premises of any of such rules and regulations.

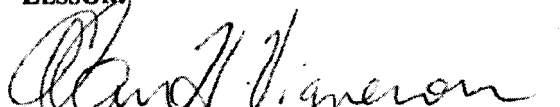
46. **Jury Waiver.** LESSOR AND LESSEE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.

47. **Severability; Authority.** Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of this Agreement will remain in effect. Each of the parties executing this Agreement does hereby covenant and warrant that it is a fully authorized and existing corporation, limited liability company, partnership or other business entity, if applicable, that it has and is qualified to do business in the State of Michigan, that it has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of such entity are authorized to do so.

48. **Religious Symbols, Artwork, and Posting.** Lessee shall have the right to cover or remove religious symbols, artwork, images, or notices throughout the Leased Premises or Gymnasium in such manner as is approved by Lessor or the pastor of St. Florian Parish so that such religious symbols, artwork, images or notices are not prominently visible to public school students while the Leased Premises or Gymnasium are in use by public school students.

In witness whereof, the parties hereto have executed this Agreement the day and year first written above.

**LESSOR:**

  
Allen H. Vigneron, Roman Catholic Archbishop  
of the Archdiocese of Detroit

**LESSEE:**

Oakland International Academy, a Michigan  
non-profit corporation

By: 

Its: President

**SCHEDULE 9**  
**APPLICATION AND ENROLLMENT OF STUDENTS**

- Attach the “Application and Enrollment of Students” Policy adopted by your school.
- Process describing how students apply for and receive seats at the Academy, including lottery process required by law.

OAKLAND INTERNATIONAL ACADEMY  
APPLICATION AND ENROLLMENT OF STUDENTS

The Academy shall comply with the application and enrollment requirements identified in this Schedule.

Enrollment Limits

The Academy will offer the grade configuration set forth in the charter. The maximum enrollment shall be the number of students as adopted by the Academy Board and reported to the University. The Academy Board will annually adopt maximum enrollment figures prior to its application and enrollment period.

Requirements

- Enrollment shall be open to all pupils who reside in this state who meet the admission policy.
- The Academy shall allow any pupil who was enrolled in the Academy in the immediately preceding school year to enroll in the Academy unless the appropriate grades are 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, as described below.

A public school academy shall not charge tuition and shall not discriminate in its pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a student with a disability, or any other basis that would be illegal if used by a Michigan school district. However, a public school academy may limit admission to pupils who are within a particular range of age or grade level or on any other basis that would be legal if used by a school district and may give enrollment priority to one (1) or more of the following:

- A sibling of a pupil enrolled in the Academy.
- Pursuant to a matriculation agreement undertaken in accordance with this schedule.
- A child of a person who is employed by or at the public school academy or who is on the board of directors of the public school academy. As used in this schedule, “child” includes an adopted child or a legal ward.

Matriculation Agreement

- The Academy Board may enter into a matriculation agreement with another public school academy pursuant to MCLA 380.504, provided it obtains the prior, written consent of the Authorizer.
- Until the matriculation agreement is incorporated into this Contract, pursuant to the process for amendment, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

### Application Process

- The Academy shall make reasonable effort to advertise its enrollment openings.
- The Academy shall make the following additional efforts to recruit pupils who are eligible for special education programs and services or English as a second language services to apply for admission. This includes:
  - Reasonable efforts to advertise all enrollment openings to organizations and media that regularly serve and advocate for individuals with disabilities or children with limited English-speaking ability within the boundaries of the intermediate school district in which the Academy is located.
  - Inclusion in all pupil recruitment materials of a statement that appropriate special educational services and English as a second language services will be made available to pupils attending the school as required by law.
- The Academy's open enrollment period shall be a minimum of two weeks (14 calendar days) in duration and shall include evening and weekend times.
- 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 Academy's next open enrollment 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 must document its full compliance with the enrollment and random selection processes and retain such documentation as part of its official records.

### Legal Notice or Advertisement

The Academy shall provide legal notice or advertisement of the application and enrollment process in a local newspaper of general circulation within the intermediate school district (ISD) or regional educational service agency (RESA) where the Academy is located. A copy of the legal notice or advertisement and accompanying affidavit of publication shall be maintained in the Academy's official records.

- At a minimum, the legal notice or advertisement must include:
  1. The process and/or location(s) for requesting and submitting applications.
  2. The beginning date and the ending date of the application period.
  3. The date, time, and place the random selection drawing(s) will be held, if needed.
- The legal notice or advertisement of the application period shall be designed to inform individuals that are most likely to be interested in attending the Academy.
- The Academy shall be committed to good-faith 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:
  1. The number of students who have re-enrolled per grade or grouping level.
  2. The number of siblings seeking admission for the upcoming academic year per grade.
  3. If space is unavailable, the Academy must develop a waiting list for siblings of re-enrolled students.
  4. 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 age grouping level.
- Establish the date, time, place and person to conduct the random selection drawing.

The Academy shall use a credible, impartial individual who is not employed by, under contract with, a member of the Board of, or otherwise affiliated with the Academy to conduct the random selection drawing. Further, the Academy shall:

- Conduct the random selection drawing in a manner that is open to parents, community members and members of the public who want to 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.

Adopted: 6/20/2016



## OAKLAND INTERNATIONAL ACADEMY

### Enrollment and Student Admission Lottery Procedure For the 2024-2025 Academic Year

#### **POLICIES**

##### **1. Class Size**

The openings available in the Academy for classroom-based instruction are as follows:

Kindergarten	60	Seventh Grade	60
First Grade	60	Eighth Grade	60
Second Grade	60	Ninth Grade	125
Third Grade	60	Tenth Grade	125
Fourth Grade	60	Eleventh Grade	125
Fifth Grade	60	Twelfth Grade	125
Sixth Grade	60		
		Total enrollment:	1040

In addition, students may opt to participate in the academy's K-12 programs via on-line instruction in accordance with 50D of the Pupil Accounting manual. There are no enrollment limits based on building occupancy. Virtual courses have been board approved.

**Legal notice of open enrollment will be posted in the Hamtramck Review, in alignment with Saginaw Valley State University requirements.**

**Re-enrollment will begin March 1st, 2024.**

##### **2. Re-enrollment of current students/sibling preference.**

Students currently enrolled in the Academy will be automatically admitted for the 2024-2025 school year as long as they have applied for re-enrollment by the deadline date of **March 15, 2024**.

##### **3. Enrollment for new students- Sibling Preference.**

Students not currently enrolled in the Academy who would like to apply for admission and have a sibling currently attending the school may apply for enrollment beginning **March 1, 2024 and ending March 15, 2024**. These students will be given first priority when filling vacant seats and in the lottery if a lottery is necessary. Parents will be given receipts documenting the submission of



## OAKLAND INTERNATIONAL ACADEMY

enrollment forms. They will receive a separate receipt for all new students they enroll. This does NOT guarantee a seat for the 2024-2025 school year. Parents must retain this receipt for proof of submission

#### **4. Enrollment for new students- Non-Sibling Preference (Open Enrollment)**

Students not currently enrolled in the Academy who would like to apply for admission and do NOT have a sibling currently attending the school may apply for enrollment beginning **March 18, 2024 and ending April 12, 2024**. Parents will be given receipts documenting the submission of enrollment forms. They will receive a separate receipt for all new students they enroll. This does NOT guarantee a seat for the 2024-2025 school year. Parents must retain this receipt for proof of submission.

**NOTE:** Currently enrolled students and new students who are siblings, who missed the March 15, 2024 deadline window may still enroll during this period but will NOT be afforded re-enrollment or sibling preference status when filling vacant seats or in the lottery process.

#### **5. Enrollment for under-subscribed grades**

- a. All students will automatically be enrolled in grades that are not over-enrolled.
- b. Siblings of students enrolled in grades not at maximum enrollment will be enrolled next.
- c. If the siblings of enrolled students fill a grade, that grade will have a sibling lottery.
- d. The Academy will continue to receive applications for that grade level as long as necessary, to complete full enrollment. Such applications received after the deadline will be enrolled in order received.

#### **6. Random selection lottery for over-subscribed grades**

Students will be selected for admission by random lottery for each grade that exceeds the maximum number of students per grade if their applications were received by the deadline date of **April 12, 2024**. Applications received after the deadline date for each grade that has reached full enrollment, will be placed on the official waiting list after those chosen in the lottery in the order in which they were received.



## OAKLAND INTERNATIONAL ACADEMY

### **7. Lottery Date**

The Academy will hold the random selection lottery on the evening of **Thursday, April 18, 2024** beginning at 4:00 p.m. at the Middle School campus located at 8228 Conant Street, Detroit, Michigan 48211.

### **8. Record of enrolled students**

As the numbers which represent the students are selected, lottery officials will call their name and document the place-holder they are chosen for, on the lottery form.

## **PROCEDURES**

Admission of applicants for over-subscribed grades

### **Step 1: Pre-Lottery Set-up**

All student groups (re-enrolled students, siblings and non-siblings) will be sorted alphabetically within their grouping. All students who reenroll will be assigned a number. New students who are siblings will be given the next sequential numbers for each grade, followed by the non-sibling applicants. (For example, if 50 1st grade students reenroll for 2nd grade, they will be assigned numbers 1-50. The 5 sibling applicants for 2nd grade will be sorted alphabetically and assigned numbers 51-55, and the 1 non-sibling applicant will be sorted alphabetically and assigned number 56). An index card will be created for each new student applicant, complete with the student's status (sibling or non-sibling), student's name and enrollment number detailed on it. An Excel spreadsheet form will also be populated with the same information and utilized during the lottery procedure.

### **Step 2: Admission of applicants for all grades- Lottery**

At the open meeting for the lottery, The Academy will begin with the lowest grade and work to the highest grade, starting with the siblings and concluding with the non-siblings for each grade. It will be announced at the start of each grade, if in fact a lottery is necessary. If it is necessary, the index cards with the student's names will be folded and placed in a receptacle (hat if you will) and drawn randomly. The cards will be drawn by one individual and recorded by the other conducting the lottery. The cards will be noted with the place they take on the list.

### **Step 3: Formal Enrollment Notification**

At the conclusion of the lottery and within a reasonable amount of time following the lottery, the results will be documented by the management company and



## OAKLAND INTERNATIONAL ACADEMY

delivered to the school. The administrative assistants will then send out confirmations to the parents of:

1. All re-enrolled students;
2. To all new students who received a seat for the upcoming school year and;
3. To those students who were placed on the waiting list.

Students who enrolled after the enrollment windows closed will be added to the waiting list in the order in which they turned in the necessary application and documents. Once the enrollment window closed, all enrollment is treated on a first-come first-served basis.

Along with enrollment information for the upcoming year, parents will also be provided notification of the first day of school for the upcoming year and the rules by which they have to comply in order to keep their student's seat for that year. Specifically, all students must be present by the first Friday of the first week of school or provide formal notification as to why their child is not in session. The excuse must be reasonable for the principal to agree to leave that seat occupied by that student. If the student is not in session they will be withdrawn from the school and the first student on the waiting list will be contacted. If after three attempts that student cannot be contacted, the school will proceed to the next student and so forth until all seats are filled.

### **NOTE ON SIBLING PREFERENCE:**

If a student is selected for a grade level that still has openings available, but the student has a sibling applying for a grade that no longer has openings available, the student will be placed in the accepted student grade level file, and the sibling will be placed on top of the waiting list, but not before other siblings. Therefore, while a "sibling preference" applies to the lottery process, siblings are not guaranteed admission to the Academy.

### **APPEALS PROCESS**

Any parent or guardian who wishes to contest or appeal any aspect of the lottery selection process may do so by writing to the Board President.

- Dr. Ahmed Elbohy, Oakland International Academy, Board President

Following receipt of the written appeal, a representative of the Board of Directors will contact you to discuss the nature of your concern or objection. Final decisions regarding appeals or complaints about lottery procedures will be made by vote of the Board of Directors in an open meeting.



OAKLAND INTERNATIONAL ACADEMY

**RESOLUTION OF BOARD OF DIRECTORS**

WHEREAS, The Academy Board of Directors will begin the enrollment process for the 2024-2025 academic year and desires to provide parents and students with clear guidelines for the process;

NOW, THEREFORE BE IT RESOLVED, that the Academy Board adopts the attached Student Admission Lottery Procedures for the 2024-2025 academic year and the Admission Policies and criteria to govern the selection process.

I certify that the foregoing resolution was duly adopted by the Academy Board at a duly noticed open meeting held on January 24, 2024, at which a quorum was present.

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to be "S. S. S.", written over a horizontal line.

Its: Board Secretary



### Award-Winning School System for K-12 Students

At Oakland International Academy our mission is simple: We are OIA, we are college-bound! We accomplish this by providing a robust curriculum in a safe and supportive learning environment. This gives our students the ability to gain the knowledge necessary to be successful in their college years and beyond.

Proudly based in Detroit and Hamtramck, MI, we are a complete K-12 provider that meets the diverse needs of children throughout their elementary and secondary educational years. We believe that education is the community's most important source of equal opportunity, and each student, regardless of ethnicity, religious background or cultural background, deserves an education designed to promote greater knowledge, talent and skills.

### What Makes Oakland International Academy a One-of-A-Kind Charter School?



### High Academic Standards:

- ✓ Top SAT scores in the area
- ✓ Dual Enrollment opportunities
- ✓ College Preparatory Classes

### Adaptive Learning Environments:

- ✓ Online Courses & Electives
- ✓ Culturally Conscious Classroom Environments
- ✓ ESL Support and Curriculum

### Opportunities to Learn & Lead:

- ✓ Student Government
- ✓ Robotics Team
- ✓ Clubs & Councils

### Enroll at Oakland International Academy Today

We are actively enrolling students for our Fall 2023 semester. Space is limited. For more information or to register your student, please fill out the enrollment form or contact us at (313) 285 8990.

## Enrollment Form

### Personal Details

E-Mail

Student Name

Grade Entering

Parent/Guardian Name

Mailing address Please include zip code

Phone Number

Instruction Type: On-Campus

How Did You Hear About Us? (optional):

Comments (optional)

Next

**SCHEDULE 10**  
**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**

- School calendar as well as school day schedule.
- Tabulation of instructional hours based upon calendar and schedule provided above.
- Any waivers (e.g. seat time) obtained by the Academy.

# 2024-2025 School Calendar Oakland International Academy K-8

Jul-24

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Aug-24

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

F:            H:        PD: 8        **Total:**

Sep-24

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Full: 15    Half: 4    **Total: 19**

Oct-24

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Full: 19    Half: 4    **Total: 23**

Nov-24

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

F: 12        H: 5        PD: 1        **Total: 18**

Dec-24

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Full: 12    Half: 3    **Total: 15**

Jan-25

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

F: 15        H: 4        PD: 1        **Total: 20**

Feb-25

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

Full: 15    Half: 4    **Total: 19**

Mar-25

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Full: 16    Half: 4    **Total: 20**

Apr-25

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Full: 15    Half: 1    **Total: 16**

May-25

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Full: 16    Half: 5    **Total: 21**

Jun-25

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Full: 7        Half: 2        **Total: 9**

School	Schedule	Hours	Lunch	Total Hours
OIA Elementary	M-F	8:30 - 3:55	25mins	7.25
OIA Elementary	1/2 Day	8:30 - 12:00	None	3.30
OIA Elementary Staff	Staff Hours	8:00 - 4:05	30mins	8 Hrs 5 Mins
OIA Middle School	M-F	8:00 - 3:25	25mins	7.25
OIA Middle School	1/2 Day	8:00 - 11:30	None	3.30
OIA Middle School Staff	Staff Hours	7:45 - 3:50	30mins	8 Hrs 5 Mins

New Teacher/Foreign Exchange Teacher PD

All Teacher Classroom SetUp and Workday

Back to School Night- 4:00 PM - 6:00 PM

Curriculum Night - 6:00 PM - 8:00 PM

Teacher Record Day / Report Cards Due

Title I Parent Night

Literacy Night - 6:00 PM - 8:00 PM

Full Day Teacher PD

First Day of School - 1/2 Day All Students

School Closed- No Staff / No Students

Teacher PD- Teachers Report; 1/2 Day for Students

Full Day Instruction All Students

Progress Reports Go Home

End of Marking Period

Report Cards Due

Parent Teacher Conferences - AM Instruction, PM Conf

Parent Teacher Conferences- Full Day

Fall/Spring Count Days

Last Day of School - 1/2 Day All Students/End of Marking Period

Teacher check out

## Notes

PD Instructional Days are limited to 10 hours in one month. Must be at least 5 hours to count as a "day" of instruction. So we can count 2 days in August, and the one full day in November.

Because the other 1/2 day PD's already count as instructional days, we don't need to count them for PD instructional days.

In order for PD days to count as Instructional days, they must meet numerous other requirements by MDE

Total Full Days of Staff PD:	10 New Teacher*, 8 New, 6 All	
Total Half Days of Staff PD:	6	
	Days	Hours
Total Full Days of Instruction:	142	7.25
Total Half Days of Instruction:	36	3.30
Total PD Days of Instruction:	3	6.50
<b>Total Days of Instruction:</b>	<b>181</b>	
<b>Total Hours of Instruction:</b>	<b>1,168</b>	

Approved by the Oakland Intl Academy  
Board of Directors on:

# 2024-2025 School Calendar High School

## Oakland International Academy

Jul-24						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Aug-24						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

F:            H:            PD: 8            **Total:**

Sep-24						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Full: 15    Half: 4    **Total: 19**

Oct-24						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Full: 19    Half: 4    **Total: 23**

Nov-24						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

F: 12            H: 5            PD: 1            **Total: 18**

Dec-24						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Full: 12    Half: 3    **Total: 15**

Jan-25						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

F: 15            H: 4            PD: 1            **Total: 20**

Feb-25						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

Full: 15    Half: 4    **Total: 19**

Mar-25						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Full: 12    Half: 3    **Total: 15**

Apr-25						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Full: 18    Half: 3    **Total: 21**

May-25						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Full: 16    Half: 5    **Total: 21**

Jun-25						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Full: 7    Half: 2    **Total: 9**

Grades 9-12	Hours	Lunch	Total Hrs.
M-F	7:30 - 2:45	25mins	7.15
1/2 Day Instruction	7:30 - 11:10	None	3.4
Staff Hours	7:15 - 3:20	30mins	8 hrs 5 mins

- New Teacher/Foreign Exchange Teacher PD
- All Teacher Classroom SetUp and Workday
- Back to School Night- 4:00 PM - 6:00 PM
- Curriculum Night - 6:00 PM - 8:00 PM
- Teacher Record Day / Report Cards Due
- Title I Parent Night
- Literacy Night - 6:00 PM - 8:00 PM
- Full Day Teacher PD
- First Day of School - 1/2 Day All Students
- School Closed- No Staff / No Students
- Teacher PD- Teachers Report; 1/2 Day for Students
- Full Day Instruction All Students
- Progress Reports Go Home
- End of Marking Period
- Report Cards Due
- Parent Teacher Conferences - AM Instruction, PM Conf
- Parent Teacher Conferences- Full Day
- Fall/Spring Count Days
- Last Day of School - 1/2 Day All Students/End of Marking Period
- Teacher check out

## Notes

PD Instructional Days are limited to 10 hours in one month. Must be at least 5 hours to count as a "day" of instruction. So we can count 2 days in August, and the one full day in November.

Because the other 1/2 day PD's already count as instructional days, we don't need to count them for PD instructional days.

In order for PD days to count as Instructional days, they must meet numerous other requirements by MDE

Total Full Days of Staff PD:	10 New Teacher*, 8 New, 6 All	
Total Half Days of Staff PD:	6	
	Days	Hours
Total Full Days of Instruction:	142	7.15
Total Half Days of Instruction:	35	3.40
Total PD Days of Instruction:	3	6.50
<b>Total Days of Instruction:</b>	<b>180</b>	
<b>Total Hours of Instruction:</b>	<b>1,154</b>	

Approved by the Oakland Intl Academy  
Board of Directors on:

**SCHEDULE 11**  
**AGE AND GRADE RANGE OF PUPILS**

- Description of the ages of pupils to be enrolled in the Academy as well as their grade range.
- Census, by grade, of pupils enrolled at the Academy.
- Evidence, from last staffing process, of pupils per teacher in each general education classroom.
- Evidence, from last staffing, of number of special education pupils per instructional staff person.

## **Schedule 11: Age and Grade Range of Pupils**

What is the current # of pupils in special education per instructional staff person?

The academy currently has 46 students with IEPs and identified disabilities. Ten of these students are speech and language only, leaving 36 students who receive Resource Room Services. The academy currently has two resource room teachers.

Describe the age and grade range of pupils enrolled at the Academy.

The academy serves students in grades PreK to 12th grade. Ages range from 4 to 20.

Provide a census, by grade, of pupils enrolled at the Academy.

As of the Fall Count 2023 the current census at the academy is:

K – 147

1 – 163

2 – 136

3 – 151

4 – 142

5 – 145

6 – 117

7 – 117

8 – 119

9 – 176

10 – 130

11 – 123

12 – 91

Total Count – 1751

What is the current # of pupils per teacher in each general education classroom?

Maximum class size per the Board policies is 30.

**SCHEDULE 12**  
**METHODS OF PUPIL ASSESSMENT**

## Oakland International Academy Assessments

Martha Stassen et al (2001, p.5) define assessment as the "The systematic collection and analysis of information to improve student learning: This definition epitomizes the very essence of the nature of assessments which is not only iterative but also captures the essential task of student assessment in the teaching and learning process. Essentially, student assessment enables teachers to measure the effectiveness of their teaching by linking student performance to specific learning objectives. Hence, teachers are then able to incorporate effective teaching strategies and revise ineffective ones from their pedagogical practices.

At OIA, we embrace the framework designed by Grant Wiggins and Jay McTighe called "Understanding by Design" (2005). This framework outlines the "backward design" model that guides the teachers to "think like an assessor" before designing the lessons.

The evaluation of student learning through a battery of assessment is critical because it provides us feedback to teachers and students about the extent to which students are reaching mastery within the course objectives. As units progress, the teacher and student work together to assess the student's knowledge, what she or he needs to learn to improve and extend this knowledge, and how the student can best get to that point.

Assessment for learning occurs at all stages of the learning process. There are two forms of student assessment about teaching and learning, formative and summative assessments. The goal of formative assessment is to monitor student learning to provide ongoing feedback that can be used to improve their learning. Use of formal and informal strategies to adjust instruction while it is happening (see formative assessment guidance sheet). The goal of summative assessment is to evaluate student learning at the end of an instructional unit by comparing it against a respective standard or benchmark. Examples of summative assessments include a mid-term test, final, a paper or presentation (see guidance on summative assessments).

Here is an overview of each assessment that OAA uses during the course of the year:

- STAR Reading (1-12): Using short, computer-adaptive reading tests, STAR reports provide teachers with students' reading and comprehension levels. This provides another snapshot of students' literacy profile. (Fall and Spring)
- Fountas & Pinnell (K-5): Using the *Fountas & Pinnell Benchmark Assessment Systems* to determine student's independent and instructional reading levels, teachers are able to observe student reading behaviors one-on-one, engage in comprehension conversations that go beyond retelling, and make informed decisions that connect assessment to instruction. (Fall and Spring)
- WIDA (K-12) ACCESS for ELLs 2.0 is a secure large-scale English language proficiency assessment administered to Kindergarten through 12th grade students who have been identified as English language learners (ELLs). It is given annually in WIDA Consortium member states to monitor students' progress in acquiring academic English. ACCESS for ELLs

2.0 is used in Michigan to test the language proficiency skills of the ELL students during each spring testing cycle. ACCESS for ELLs 2.0 is aligned with the WIDA English Language Development Standards and assesses each of the four language domains of Listening, Speaking, Reading, and Writing. (Spring)

- WIDA APT (W-APT) stands for the WIDA-ACCESS Placement Test. It is an English language proficiency “screener” test given to incoming students who may be designated as English language learners. It assists educators with programmatic placement decisions such as identification and placement of ELLs. The W-APT is one component of WIDA’s comprehensive assessment system. (New students who have HL survey and did not participate in WIDA assessment.)
- MSTEP (3-8 and 11) Michigan Student Test of Educational Progress or M-STEP. The M-STEP is a 21st Century test given primarily online each spring and is designed to gauge how well students are mastering state standards. These standards, developed *for* educators by educators, broadly outline what students should know and be able to do in order to be prepared to enter the workplace, career education training, and college. M-STEP results, when combined with classroom work, report cards, local district assessments and other tools, offer a comprehensive view of student progress and achievement.
- NWEA MAP (K-12) Measures of Academic Progress is an interim assessment that provides teachers with an insight on students’ progress towards growth indicators. This is an adaptive tool and provides a personalized testing experience for each student. Teachers will use MAP data to provide target group instruction and create individualized action plans during the course of the year using a reflective analysis process. Beginning of the year data is benchmarked and growth is compared to mid-year progress and end of the year comparisons. (Fall and Spring)
- SAT (11) As part of the Michigan Merit Exam, 11th graders in Michigan are assessed the new SAT each spring. It is a standardized test used to measure a student’s ability to understand and process elements in three key areas: reading, writing and math. Colleges use this information to evaluate applicants. (Spring)
- PSAT (8, 9 & 10) is a college board test given to freshman and sophomore students during the spring testing cycle. (Spring)
- NMSQT (11) Fall testing qualifies students for Merit Scholarships.

**Assessment Results:** data from assessment results is analyzed by Leadership and teacher teams to ensure that students are making necessary progress to achieve their learning outcomes. Data is used to group students for targeted interventions within our MTSS initiatives. Data is also used for all school improvement initiatives along with evaluating teacher growth scores as part of their final evaluation, annually. Parents receive their child’s report cards, progress reports, standardized and interim assessment reports as soon as these are available. Board members receive biannual reports on the district’s data in a formal, Education Presentation. In addition, Mischool data provides stakeholders with public information on standardized assessments via the Parent Dashboard. The OIA website also maintains up to date, assessment data for its buildings.

**SCHEDULE 13**  
**GOVERNANCE STRUCTURE**

- Board Member List.
- Organizational Chart showing reporting lines and responsibilities of all staff.
- Staffing agreement, if applicable.
- Forms of Contract for all staff providing services at Academy who are directly employed by Board.

**Oakland International Academy**

**EI-Bohy, Ahmed**

3766 Quarton Road  
Bloomfield Hills, MI 48302

Work: (248) 512-4603

Cell: (248) 766-4183

Start: 7/1/2016

End: 6/30/2025

amoelbohy@gmail.com

**Sayed, Sajid M.**

28250 Ryan Road  
Warren, MI 48092

Work: (586) 420-7356

Home: (586) 420-7356

Start: 1/1/2021 5:00:00 AM

End: 6/30/2027

sms1305@gmail.com

**Elmoursi, Alaa**

857 Baldwin Drive  
Troy, MI 48098

Cell: (248) 515-3885

Home: (248) 879-8029

Start: 7/1/2017

End: 6/30/2026

aelmoursi@outlook.com

**Moez, Bassem**

30300 Windingbrook Lane  
Farmington Hills, MI 48334

Work: (248) 855-0022

Home: (248) 626-2616

Start: 7/1/2016

End: 6/30/2025

2bassem@gmail.com

**Vacancy - Seat 5**

Note: No term for selected  
As Of Date: 7/1/2024

# Organizational Chart Oakland International Academy

