

Office of Partnership Districts

Partnership Agreement Enactment & Amendment History

Partnership District	American International Academy
Partnership Agreement	October 2017
Amendment 1	November 26, 2018
Amendment 2	September 4, 2019
Amendment 3	

Partnership Agreement for Public School Academies

THIS PARTNERSHIP AGREEMENT (Agreement) is entered on January 29th 2018, between the Michigan Department of Education (MDE), the State School Reform/ Redesign Officer (SRO), the Lake Superior State University (LSSU) and:

American International Academy (AIA)
300 South Henry Ruff
Westland, Michigan 48186
Thomas E. White, District Superintendent
James Robinson, Academy Board President
Lake Superior State University, Authorizing Agent

(Each a "Party," collectively "the Parties").

The above-named Parties agree that upon the commencement date of this Agreement, they shall be deemed to have mutually agreed upon goals and outcomes for the Academy. The agreed upon goals and outcomes set forth in this Agreement shall be consistent with the educational goals and outcomes set forth in the Academy's charter contract, which includes all charter contract amendments, issued to the Academy by the Authorizer (collectively the "Contract"). Contract goals will be amended to align to Partnership goals during this agreement. The partnership agreement will be between the MDE and the Public School Academy board. The purposes, terms and conditions of this Agreement are as follows:

- 1) PURPOSE OF THIS AGREEMENT:** The Parties enter into this Agreement with the purpose of working collaboratively in setting -[18] month benchmarks and [36] month outcome goals for the Academy with the intent to significantly increase student achievement in the Academy school(s) named in this Agreement; and to determine the next level of accountability if the [18]-month benchmark(s) or [36] month goal(s) set forth in this Agreement are not be met by the Academy.

Section 1280c, MCL 380.1280c, of the Revised School Code (Code) requires the Superintendent of Public Instruction (State Superintendent) to annually publish a list identifying the public schools in the State that MDE has determined to be among the lowest achieving 5% of all public schools in the State. Section 1280c, MCL 380.1280c, also requires the State Superintendent to issue an order placing each school on the list under the supervision of the SRO. MDE designates schools on the list as "Priority Schools." The Academy school(s) subject to this Agreement are Priority Schools, and the SRO has the authority provided in Section 1280c, MCL 380.1280c, to address the lowest achieving schools that do not achieve improved academic performance for students attending the Priority School(s). The SRO is executing its statutory responsibilities by collaborating with the other Parties and Partners (as defined below) to this Agreement. This Agreement will further facilitate the achievement of that purpose, create greater

stability, maintain school governance at the Academy, and avoid the threat of action by the SRO under Section 1280c. American International Academy is a Priority School and the Parties agree that the implementation of this Agreement is in the best interest of the students at American International Academy for its/their academic improvement

Likewise, the Code requires that the Academy operate pursuant to the Contract issued by the Authorizer. The Code defines the Contract as the executive act taken by the Authorizer evidencing the authorization of the Academy and establishes, subject to the constitutional powers of the State Board of Education and applicable law, the written instrument executed by the Authorizer conferring certain rights, franchises, privileges, and obligations on the Academy and confirms the status of the Academy as a public school in this State. The Contracts contains specific requirements for the Academy to operate as a public school, including the educational goals and programs for the school, the curricula and methods of pupil assessment (collectively “Educational Program”). The Academy is required to implement the Educational Program identified in the Contract. The updated goals and benchmarks set forth in this contract shall be consistent with the newly identified Educational Program agreed upon in the partnership agreement. The Code provides that Authorizer is responsible for overseeing compliance by the Academy’s Board of Directors with the Contract and applicable law, but this responsibility does not relieve any other government entity of its own enforcement or supervisory responsibility.

2) TERMS AND CONDITIONS: The American International Academy Board of Directors retains control of the schools named in this Agreement. The Parties will provide mutually agreed upon support to the Academy to meet the benchmarks and goals defined below.

3) SCHOOLS SUPPORTED BY THIS AGREEMENT:

A) American International Academy (300 South Henry Ruff, Westland, MI campus)

4) EIGHTEEN MONTH BENCHMARKS TO BE MET BY American International Academy:

A) [18] Month interim Benchmark for Goal 1:

- 1)The Academy will create a curriculum team comprised of coaches, instructional staff and administrators to develop protocols and procedures to ensure that all staff are trained on the Curriculum Crafter curriculum.
- 2)100% of AIA staff will be trained on the Academy’s Curriculum Crafter curriculum.
- 3)Implementation walkthroughs (for progress monitoring) will show that a minimum of 75% of the Academy’s staff are implementing the curriculum with efficacy and fidelity.

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- B) [18] Month interim Benchmark for Goal 2:
 - 1) Create a team comprised of support staff, teachers, and administrators to be trained on PBIS (Positive Behavior Interventions and Support).
 - 2) The PBIS team will develop procedures and protocols to develop and implement the PBIS system at the Academy with fidelity school-wide.
 - 3) The team will develop a schedule to review and analyze district discipline data (suspensions, attendance challenges, code of conduct protocols) thru its pupil discipline platform (Mi-Star & Educators handbook {2017/18}, PowerSchool {2018 -2021}) to ensure that the PBIS system is being implemented with fidelity and efficacy.
- C) [18] Month interim Benchmark for Goal 3:
 - 1) Collate and Review baseline data from the M-Step, and the NWEA
 - 2) Establish a team of administrators, instructors and coaches to review and analyze data and establish protocols and procedures to ensure that all staff are utilizing data to drive classroom instruction.
 - 3) Utilize PLCs (Professional Learning Community) to address student deficiencies and design strategies to ensure student growth.
 - 4) Create calendar to meet quarterly to review data to adjust strategies.

5) THIRTY-SIX MONTH GOALS TO BE MET BY American International Academy:

- A) **Goal 1: Curriculum & Instruction**
 - 1) 100% of all instructional staff will be trained on the Curriculum Crafter Curriculum (District curriculum). All staff will deliver curriculum with efficacy and fidelity.
- B) **Goal 2: School Culture & Climate**
 - 1) A PBIS (Positive Behavior, Intervention and Support) System will be adopted and implemented school-wide. 100% of all instructional and supporting staff will be trained on identified PBIS system and implement with efficacy and fidelity.
 - 2) Discipline issues will be reduced by 10% as measured by suspensions reported in the Academy’s Pupil Accounting system (Mi-Star, Educators handbook & PowerSchool) discipline data platform.
- C) **Goal 3: Student Academic Achievement**
 - Benchmark 1:**
5% increase in the percent of “all” 2nd -5th grade students meeting or exceeding their projected growth goal on the NWEA-MAP Reading from Fall 2019 to Fall 2021.
 - 8%-point increase of “all” 3rd-5th grade students scoring proficient on the state ELA assessment for the 2017-2018 academic year to the 2020-2021 academic year.

10%-point decrease in “all” 3rd-5th grade students scoring not-proficient (Level 1) on the state ELA assessment for the 2017-2018 academic year to the 2020-2021 academic year.

Benchmark 2:

5% increase in the percent of “all” 2nd -5th grade students meeting or exceeding their projected growth goal on the NWEA-MAP Math from Fall 2019 to Fall 2021.

8%-point increase “all” 3rd-5th grade students scoring proficient on the state Math assessment for the 2017-2018 academic year to the 2020-2021 academic year.

10%-point decrease of “all” 3rd -5th grade students scoring not-proficient (Level 1) on the state Math assessment of the 2017-2018 academic year to the 2020-2021 academic year.

Benchmark 3:

5% increase in the percent of 2nd -5th Grade African American, Special Education and ELL students meeting or exceeding their projected growth targets on the NWEA-MAP Reading from Fall 2019 to Fall 2021.

8%-point increase of 3rd-5th grade African American, Special Education and ELL student subgroups scoring proficient on the state ELA assessment for the 2017-2018 academic year to the 2020-2021 academic year.

10%-point decrease in 3rd-5th grade African American, Special Education and ELL student subgroups scoring not-proficient (Level 1) on the state ELA assessment for the 2017-2018 academic year to the 2020-2021 academic year.

Benchmark 4:

5% increase in the percent of 2nd -5th Grade African American, Special Education and ELL students meeting or exceeding their projected growth targets on the NWEA-MAP Math from Fall 2019 to Fall 2021.

8%-point increase of 3rd-5th grade African American, Special Education and ELL student subgroups scoring proficient on the state Math assessment for the 2017-2018 academic year to the 2020-2021 academic year.

10%-point decrease in 3rd-5th grade African American, Special Education and ELL student subgroups scoring not-proficient (Level 1) on the state Math assessment for the 2017-2018 academic year to the 2020-2021 academic year.

Benchmark 5:

10% reduction - in the number of Kindergarten – 5th grade students receiving an out of school suspension from the 2017-2018 academic year to the 2020-2021 academic year.

6) ANALYSIS OF RELEVANT DATA

- A) Analysis of American International Academy’s process and perception surveys, M-Step, NWEA, and discipline data from it’s pupil accounting platform (Mi-Star and Educators Handbook) and the LSSU Annual Academic Report for the Academy was utilized to develop its [36]-month goal 1 and/or [18]-month benchmark 1. This data reveals that walkthroughs, staff surveys, state and local assessments indicate a need to ensure that appropriate curriculum is in place and implemented with efficacy, resources and proper trainings are available to teachers deliver the curriculum and that the rigorous instruction is happening in the classroom with fidelity.
- B) Analysis of American International Academy’s process and perception surveys, M-Step, NWEA, and discipline data from it’s pupil accounting platform (Mi-Star and Educators Handbook) and the LSSU Annual Academic Report for the Academy and free/reduced home surveys for the Academy’s demographic data was utilized to develop its [36]-month goal 2 and/or [18]-month benchmark 2. The Academy’s behavior and attendance data from MiStar and the Educators handbook platform indicate a need for improvement in the Academy’s culture and climate and wrap-around services to support the student body.
- C) Analysis of American International Academy’s process and perception surveys, M-Step, NWEA, and discipline data from it’s pupil accounting platform (Mi-Star and Educators Handbook) and the LSSU Annual Academic Report for the Academy was utilized to develop its [36]-month goal 3 and/or [18]-month benchmark. The Academy’s state and local assessment data (M-Step & NWEA) indicate a need for addressing student academic needs, utilizing student data to drive classroom instruction and targeting specific student needs through collaborative PLCs. Data from both the Academy’s M-Step and NWEA 2016/17 school year data reveals the following for academic proficiency and growth:

M-Step Proficiency 2017

Grade	ELA	Math
3 rd	7%	7%
4 th	9%	0%
5 th	9%	0%
Overall	6%	2.3%

NWEA Met Growth Goal 2017

Grade	Reading	Math
2 nd	34%	33%
3 rd	50%	50%
4 th	43%	32%
5 th	59%	49%
Overall	46.5%	36.25%

7) STRENGTHS AND WEAKNESSES OF American International Academy

- A) **Strength:** 21st Century Blended Learning Program with a 1:1 device (I pad, chrome book, IMac, All-In-One desktops) to student implantation.
- B) **Strength:** Strong community ties between the Academy’s leadership team (who grew up in the area), staff and students and their families. The Academy services the Inkster community that had their local school district closed and is attempting to rebuild the school district as a Charter School district to serve the local community.
- C) **Weakness:** Currently working on Efficacy and fidelity in implementing Curriculum Crafter to enhance classroom instruction.
- D) **Weakness:** Training Cultural Competency, which manifest as a disconnection between middle school students, their families and teachers from middle class backgrounds.

8) STRATEGIES TO MEET PARTNERSHIP GOALS AND BENCHMARKS:

Goal #1: Curriculum & Instruction

100% of all instructional staff will be trained on the Curriculum Crafter Curriculum (District curriculum). All staff will deliver curriculum with efficacy and fidelity.

Strategy 1: Create a partnership with the Curriculum Crafter PD (Professional Development) team. Create a calendar for district and embedded local school level training from the Curriculum Crafter team to develop clear instructional goals using the Curriculum Crafter Curriculum.

Strategy 2: Create a partnership with the MI Excel Statewide field team to install the Blueprint to have a clear articulated curriculum that is consistently taught in the classroom with fidelity.

Goal #2: School Culture & Climate

A PBIS (Positive Behavior, Intervention and Support) System will be adopted and implemented school-wide. 100% of all instructional and supporting staff will be trained on identified PBIS system and implement with efficacy and fidelity.

Discipline issues will be reduced by 10% as measured by suspensions reported in the Academy's Pupil Accounting system (Mi-Star, Educators handbook & PowerSchool) discipline data platform.

Strategy 1: All instructional and support staff will participate in a Tier 1 PBIS professional training provided by WRESA. These training will take place several time during the school year to ensure all staff including new staff are fully aware of the importance of PBIS in our school.

Strategy 2: A PBIS Team will be identified and will attend all PBIS training provided by WRESA. The team will participate in the Tier 1, 2, 3 training based on the grade level they work with (elementary, middle or high school.)

Strategy 3: Within the PCL meeting the PBIS team members will meet with staff to further inform them of the expectations of implementing PBIS in the class level. School-wide posters will be placed throughout the school (classrooms, buses, hallways, bathrooms, cafeteria.) There will be monthly PBIS school assembly to heighten awareness of the PBIS expectations with the student body and acknowledge and reward improved behavior.

Strategy 4: The PBIS will meet twice a month to plan and review the implementation of PBIS school-wide and on the class level. To ensure that these meeting take place, substitutes will be placed in those classrooms to cover for the team member.

Strategy 5: Monthly reports are required by the PBIS grant to analyze our discipline data which includes out-of-school suspensions. The goal is to identify problem areas and place mechanisms in place to improve the climate, culture and behavior of the student body and staff.

Strategy 6: The discipline team will attend training at WRESA on "Alternatives to Suspensions" as a way to reduce the number of suspensions that are given out to students.

Goal #3: Student Academic Achievement

Strategy 1: Create student achievement team to rework schedule and create a PLC calendar and agenda templates to ensure that staff are meeting in PLCs to discuss instructional practices, and the evaluation of student assessment data.

Strategy 2: Create a test bank of balanced assessments and performance tasks that are given to students monthly that are aligned with power standards that will reflect and predict how students will perform on the M-Step and NWEA.

Strategy 3: Expand and differentiate learning opportunities for all learners by being trained on, developing and implementing the blueprint.

Strategy 4: Develop a comprehensive human capital plan for recruitment and retention efforts of administrators and teachers thru the blueprint programming.

9) PROFESSIONAL LEARNING NEEDED TO MEET PARTNERSHIP GOALS AND/OR BENCHMARKS:

- A) Curriculum training for Curriculum Crafter.
- B) Training and coaching for the Blended Learning pedagogy
- C) Training and coaching in PBIS, culture and climate, and classroom management.
- D) Training and coaching in cultural awareness for teaching a socially and economically disadvantaged population.
- E) Professional Development for data review and data management.

10) American International Academy BOARD OF DIRECTORS ROLE AND ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND PARTNERSHIP GOALS:

- A) The Board will be united in its commitment to American International Academy by actively attending Board meetings.
- B) The Board will review American International Academy's progress towards meeting its partnership goals.
- C) The Board will approve resources needed to ensure the successful completion of the partnership goals.

11) American International Academy's Superintendent, American International Academy Board Secretary, ROLE AND ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A) Provide monthly updates to the Academy's Board of Directors regarding the status of the Academy as relates to the implementation of this Agreement and the achievement of the goals defined herein.
- B) At least quarterly, the Academy's Superintendent and/or principal shall convene a community meeting and shall provide attendees with an update regarding the status of the Academy as relates to the implementation of this Agreement and the achievement of the goals defined herein.
- C) The Academy's Superintendent will give the principal operational flexibility, conduct diagnostic audits on systems and be able to problem solve and have decision making processes in the Academy's PLC.

12) AIA ACTIONS TO BE TAKEN IN ORDER TO MEET BENCHMARK GOALS:

- A. Teachers will participate in professional development activities outlined in this Partnership Agreement.
- B. Teachers will submit all required data for PLC analysis and planning as required.

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- C. Teachers will complete PLC data analysis and planning templates as required.
- D. Teacher Leaders and School Leadership Team will participate in the Partnership Agreement Team.
- E. Leadership Team will participate in MDE Partnership District Network.

13) Lake Superior State University (LSSU) ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A) Provide professional development opportunities and support for AIA staff.
- B) Provide outreach opportunities and enrichment activities for AIA students.
- C) Provide support through the LSSU CSO's School Support Specialist.

14) MDE ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A. A Partnership Liaison, will serve as primary point-of-contact for MDE.
- B. Work with the Superintendent and staff to ensure the successful implementation of the Partnership Agreement.
- C. Garner additional support from key personnel and offices within the MDE, other partners and other state agencies to successfully reach the Partnership Agreement goals.
- D. Identify barriers to the Partnership Agreement and eliminate or minimize these barriers.
- E. Facilitate discussions and meetings related to the Partnership Agreement.
- F. Participate in regular quarterly check-ins with partners to discuss Partnership Agreement progress.
- G. Support and encourage district use of the online math program Algebra Nation for schools listed in the Partnership Agreement; Algebra Nation is currently financially supported through the Michigan Legislature.
- H. Provide technical assistance to support the successful implementation of Partnership Agreement goals.
- I. Attend District School Board meetings to collaboratively present with the Superintendent updates on the implementation of the Partnership Agreement.
- J. Provide opportunities for support and resources to the district to help implement the Partnership Agreement, subject to availability of funds.

15) BUDGET: Describe how existing and anticipated local, state, and federal funds will be used for staffing, programs, initiatives, and activities in order to meet the [18]-month benchmarks and [36]-month goals. Complete Attachment A, [36]-Month Budget Overview.

As the Academy continues to grow and as it pays down the remaining balance of its long-term debt (mostly facility related), it will be able to devote an increasing share of its local and state unrestricted funds to school improvement initiatives as outlined herein. The Academy projects student enrollment growth of 10-20 percent per year. All

long-term debt is paid off at the 18-24 month interval of the agreement. A very high priority is staff recruitment and retention, so administration anticipates devoting a significant portion of increased unrestricted funding thereafter to improved compensation for faculty and instructional support staff to attract and retain the highly qualified staff as well as expanded instructional resources such as technology for blended learning initiatives, resources for early literacy programs, and supplies and materials for STEAM (Science, Technology, Engineering, Art and Math) programs. State and federal restricted funds will continue to be devoted to school improvement initiatives.

16) PARTNERS: The Parties serve as the primary decision-making bodies for purposes of this Agreement. The following entities have been identified and will serve as additional partners (collectively “the Partners”) in pursuit of achieving the benchmarks and goals defined in this Agreement:

- A) AIA American International Academy School District and its Board
 - 1) Provide support in financing goals with the local budget, vote on all appropriate and relevant items necessary to ensure completion of those goals and work collaboratively with Superintendent, school leaders and sister schools to ensure Academy meets all goals.
- B) LSSU (Lake Superior State University)
 - 1) LSSU will actively support the School District efforts to achieve the goals of each phase identified in paragraph staff and partners to:
 - a. Support the collection, review and analysis of the data and profiles for American International Academy (Westland Campus).
 - b. Work collaboratively with Superintendent, school leaders and the Academy’s Board to ensure Academy meets all goals.
 - c. Align the Academy’s reauthorization contract with the Partnership agreement.

17) ADDITIONAL SCHOOLS: The Parties agree that other American International Academy schools may be added and become subject to this Agreement upon the request of the Academy Board of Directors. If this Agreement is amended by the Parties to add additional Academy schools, the amended Agreement will not take effect until it is incorporated into the Contract by amendment approved by the Academy and Authorizer. At the time any additional Academy schools become subject to this Agreement, the timeframes and deadlines which apply to the school(s) identified in this Agreement shall apply prospectively to the added school(s) as if this Agreement had become effective on the date they were added.

18) TERM OF AGREEMENT:

- A) Except as otherwise provided in this section, the Agreement shall commence on the date of the last signature affixed below, and expire at the end of the [third]

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complete school year after that date. The term of this Agreement shall not extend past the term of the Contract.

- B) The board, the authorizer or the MDE may terminate this Agreement early upon delivery of written notice to all Parties at least 30 days in advance of the prospective termination date. Termination of this Agreement by any Party for any reason shall not affect the rights and obligation of the Parties accrued prior to the effective date of termination of this Agreement. This includes, but is not limited to, imposition of the Next Level Accountability Measures defined elsewhere in the Agreement.
- C) If any of the above named Parties terminates this Agreement, that Party shall not be liable for any costs resulting from or related to the termination, including but not limited to, consequential damages or any other costs incurred by any other Party.
- D) A termination of this Agreement by any Party shall not affect the term of the Contract.
- E) In the event that the Authorizer terminates or does not reauthorize the Contract, this Agreement shall automatically terminate on the same day as the Contract terminates without any further action of the Parties.
- F) A Partner does not have the ability to terminate this Agreement, but a Partner does have the ability to withdraw from the Agreement upon 30 days' notice to the Parties.

19) NEXT LEVEL ACCOUNTABILITY MEASURES:

[Option 1: Authorizer has not reconstituted school prior to Agreement]

- A) If the Academy school(s) covered by this Agreement [do][does] not meet the [18]-month benchmark(s) set forth in this Agreement, the Authorizer may reconstitute the Academy in accordance with the Contract and the Code, and in conjunction and notification to the MDE of this option. The reconstitution will minimally consist of a new school board and/or management organization.
- B) If the Authorizer elects not to reconstitute the Academy for the Academy school(s) not meeting the [18]-month benchmark(s) set forth in this Agreement, the SRO may implement one of the Next Level of Accountability Measures at the end of the [second][third] school year:
 - 1) Recommend to the State Superintendent the appointment of a Chief Executive Officer in the Academy as authorized under Section 1280c of the Code, MCL 380.1280c; or
 - 2) If the Academy school(s) covered by this Agreement [meet][meets] the criteria for closure under section [507] [528] (5) and (6) of the Code, MCL 380. [507] [528] (5) and (6), the SRO may issue a notice to the Authorizer that the Academy school(s) identified in this Agreement shall be closed before the start of the next school year.

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- C) If after the [second full year and a half of test] [third full year of test] results, it appears that the Academy school(s) covered by this Agreement will fail to meet the [36] month goal(s), the Authorizer shall give notice to the Academy that the Contract will be amended at the end of the current school year, without further action of the Authorizer and Academy, to eliminate the Academy’s authority to operate the Academy school(s) subject to this Agreement. If all Academy schools are covered by this Agreement and are closed for failing to meet the [36]-month goal(s), then the Authorizer shall notify the Academy that the Academy’s Contract shall be terminated at the end of the current school year or, if the Academy is in the Contract reauthorization process, that the Contract will not be reauthorized.
- D) Consistent with the Contract, nothing in this Agreement shall prevent the Academy or Authorizer from exercising other termination or revocation rights set forth in the Contract or under applicable law.
- E) Consistent with the Contract and applicable law, nothing in this Agreement shall prevent the Academy from exercising the applicable legal and appropriate rights if it does not agree with the next level of accountability imposed by the SRO.

[Option 2: Authorizer has reconstituted school prior to Agreement]

- A) If the Academy school(s) covered by this Agreement [do][does] not meet the [18]-month benchmark(s) set forth in this Agreement, the Authorizer may elect to require addition changes in the Academy’s Educational Program.
- B) If the Authorizer elects not to require additional changes in the Academy’s Educational Program for the Academy school(s) not meeting the [18]- [24] month benchmark(s) set forth in this Agreement, the SRO may implement one of the Next Level of Accountability Measures at the end of the [second][third] school year:
 - 1) Recommend to the State Superintendent the appointment of a Chief Executive Officer in the Academy as authorized under Section 1280c of the Code, MCL 380.1280c; or
 - 2) If the Academy school(s) covered by this Agreement [meet][meets] the criteria for closure under section [507] [528] (5) and (6) of the Code, MCL 380. [507] [528] (5) and (6), the SRO may issue a notice to the Authorizer that the Academy school(s) identified in this Agreement shall be closed before the start of the next school year.
- C) If after the [second full year and a half of test][third full year of test] results, it appears that the Academy school(s) covered by this Agreement will fail to meet the [36]-month goal(s), the Authorizer shall give notice to the Academy that the Contract will be amended at the end of the current school year, without further action of the Authorizer and Academy, to eliminate the Academy’s authority to operate the Academy school(s) subject to this Agreement. If all Academy schools are covered by this Agreement and are closed for failing to meet the [36]-month goal(s), then the Authorizer shall notify the Academy that the

Academy's Contract shall be terminated at the end of the current school year or, if the Academy is in the Contract reauthorization process, that the Contract will not be reauthorized.

- D) Consistent with the Contract, nothing in this Agreement shall prevent the Academy or Authorizer from exercising other termination or revocation rights set forth in the Contract or under applicable law.
- E) Consistent with the Contract and applicable law, nothing in this Agreement shall prevent the Academy from exercising the applicable legal and appropriate rights if it does not agree with the next level of accountability imposed by the SRO.

20) COMMUNITY ENGAGEMENT: The following actions will be completed by American International Academy, The Academy Superintendent, the Academy Board of Directors, and Partners to ensure that the school community is meaningfully engaged in the implementation of this Agreement:

- A) The MDE, AIA Board member, AIA Partnership team and the AIA district partners will complete a partnership implementation worksheet that is updated quarterly in conjunction with being part of the Partnership Implementation and Accountability Team to ensure the meaningful engagement of the school/district community by August 1, 2018.
- B) The MDE, AIA Board member, AIA Partnership team and the AIA District partners will review the implementation partnership implementation worksheets that is updated quarterly in the Partnership Implementation and Accountability Team meetings to ensure the meaningful engagement of the school/district community by December, 2018.
- C) The MDE, AIA Board member, AIA Partnership team and the AIA district partners will analyze the partnership implementation worksheet that is updated quarterly and identify obstacles and make recommendations for resolutions and solutions to these obstacles in the Partnership Implementation and Accountability Team meetings to ensure the meaningful engagement of the school/district community by December, 2018.

21) CHECKLIST OF ACTIONS: The following actions will be completed by American International Academy, Superintendent Thomas White, the Academy Board of Directors, and Partners as specified below:

- A) By August 1, 2018, the district will create an implementation plan to ensure that all components of the partnership agreement are placed into a comprehensive document that delineates the tasks, timeline, person(s) responsible, and progress notes.
- B) By August 1, 2018, the district will create an evaluation and monitoring process to ensure that American International Academy stays on target with the partnership agreement.
- C) By August 1, 2018, the district will create a quarterly calendar and determine locations for the signatories to this agreement to monitor progress of the partnership agreement.

- 22) FUTURE MEETING DATES:** American International Academy and MDE have established the following meeting dates in order to engage in collaborative discussion, gauge implementation progress, identify barriers, and discuss relevant issues regarding this Agreement:
- A) Biannual Community Meetings
 - B) Quarterly staff review of Partnership goals
 - C) Monthly updates to Lake Superior State University
- 23) AMENDMENTS:** If a Party requests modification of this Agreement, the Parties shall, upon reasonable notice of the proposed modification by the Party desiring the change, confer in good faith to determine the feasibility of such modification. Any modification of this Agreement approved by the Parties will not take effect until it is incorporated into the Contract by amendment approved by the Academy and Authorizer. A Partner does not have the right to request modification to this Agreement.
- 24) ENTIRE AGREEMENT:** This Agreement sets forth all the covenants, agreements, stipulations, promises, conditions and understandings of the parties to this Agreement concerning the activities and Services contemplated herein. No party, including but not limited to its respective members, employees, attorneys, consultants, advisors, agents, representatives or students, have made any covenant, agreement, stipulation, promise, condition or understanding, warranty or representation, either oral or written, other than set forth herein.
- 25) INVALIDITY OR ENFORCEABILITY; SEVERABILITY; CONFLICT WITH CONTRACT:** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable by any court of competent jurisdiction in part or degree will be severed from the Agreement, and the Agreement will remain in full force and effect to the extent not held invalid or unenforceable. If any provision of this Agreement conflicts with a provision in the Contract, the Contract provision shall control.
- 26) WAIVER:** No Party may waive any condition, promise, obligation or requirement applicable to any other Party hereunder, unless such waiver is in writing signed by an authorized representative of such Party and expressly stated to constitute such waiver. Such waiver shall only apply to the extent given and shall not be deemed or construed to waive any such or other condition, promise, obligation or requirement in any past or future instance. No failure by a Party to insist upon strict performance of any covenant, agreement, term, or condition of this Agreement, shall constitute a waiver of any such covenant, agreement, term or condition.
- 27) CAPTIONS:** The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope

or intent of this Agreement nor in any way shall affect this Agreement or the construction of any provision hereof.

- 28) GOVERNING LAW:** This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Michigan.
- 29) SUCCESSORS and ASSIGNS:** The covenants, conditions and agreements in this Agreement shall be binding upon and inure to the benefit of each Party, their respective legal representatives, successors and assigns.
- 30) NO INDEMNIFICATION:** There shall be no indemnification of any Party by any other in regards to liabilities arising out of the functions covered by this Agreement. All Parties shall be responsible for their own liabilities and defense as determined by law.
- 31) NOTICES:** Any notice to be given in connection with any of the terms or provisions of this Agreement shall be in writing and be given in person, by electronic mail, facsimile transmission, courier delivery service or by U.S. mail, and shall become effective (a) on delivery if given in person, (b) on the date of delivery if sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods or by courier delivery service, or (c) four business days after being deposited in the mail, with proper postage for first-class registered or certified mail, prepaid.

Until notified in writing by the appropriate Party of a change to a different address, notices shall be addressed as follows:

- i) If to the Academy:
American International Academy
300 South Henry Ruff
Westland, Michigan 48187
Attn: Thomas E. White, Academy School Leader
James Robinson, President, Board of Directors
Email addresses: t.white@americanintlacademy.com and
robinsonjames309@gmail.com.
- ii) If to Authorizer:
Lake Superior State University
650 West Easterday Avenue
Sault Ste. MI. 49783
Attn: Jenny Peterman, LSSU CSO Office Manager
Email address: __jpeterman@lssu.edu
- iii) If to Michigan Department of Education:
608 W. Allegan Street
P.O. Box 30008

Lansing, MI 48909

Attn: Superintendent of Public Instruction

Email address: _____

iv) If to SRO:

608 W. Allegan Street

P.O. Box 30008

Lansing, MI 48909

Attn: State School Reform/ Redesign Officer

Email address: _____

32) COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties and Partners have caused this Agreement to be executed on this date:

Michigan Department of Education
 Name: [Signature]
 Title: Superintendent
 Date: 2/7/18

American International Academy
 Name: Thomas E. White
[Signature]
 Title: AIA Superintendent
 Date: 2/5/18

American International Academy Board of Directors President
 Name: James Robinson
[Signature]
 Title: AIA Board President
 Date: 2/5/18

Lake Superior State University
 Name: Chris Oshelski
[Signature]
 Title: LSSU CSO President CSO Director
 Date: 2/5/18

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33) ATTACHMENT A: [THIRTY-SIX][FORTY-EIGHT] MONTH BUDGET OVERVIEW

NOTE: The budget overview is for planning purposes only. The terms of this Agreement **do not grant explicit advanced approval for expenditure of Federal funds**. Final approval of federal funding occurs in the Michigan Electronic Grants System Plus (MEGS+). Approval in MEGS+ is subject to applicable rules of supplement vs. supplant, tests of allowability, and reasonable and necessary expenditures to support the implementation of activities in order to meet benchmarks and goals. **Inclusion of an item the budget overview does not guarantee it will be approved as a line item submitted in MEGS+.**

Use the supplied template on the following page to complete the budget overview.

34) [Thirty-Six] [Forty-Eight] Month Budget Overview

PARTNERSHIP AGREEMENT YEAR	SALARIES	BENEFITS	PURCHASED SERVICES	PROFESSIONAL LEARNING	SUPPLIES & MATERIALS	OTHER EXPENDITURES	TOTAL EXPENDITURES
1			3,742,672	157,643	420,930	764,807	5,086,052
2			4,313,416	189,172	454,604	688,326	5,645,518
3			4,997,886	227,006	490,972	550,661	6,266,525
GRAND TOTAL			13,053,974	573,821	1,366,506	2,003,794	16,998,095

Note: All Academy staff are leased from Advance Educational Services, Inc., so all staff compensation appears as purchased service

Partnership Agreement for Public School Academies Amendment

THIS PARTNERSHIP AGREEMENT (Agreement) is entered on January 29th 2018, between the Michigan Department of Education (MDE), the State School Reform/ Redesign Officer (SRO), the Lake Superior State University (LSSU) and:

American International Academy (AIA)
300 South Henry Ruff
Westland, Michigan 48186
Thomas E. White, District Superintendent
James Robinson, Academy Board President
Lake Superior State University, Authorizing Agent

1) EIGHTEEN MONTH BENCHMARKS TO BE MET BY American International Academy:

A) [18] Month interim Benchmark for Goal 1:

- 1)The Academy will create a curriculum team comprised of coaches, instructional staff and administrators to develop protocols and procedures to ensure that all staff are trained on the Curriculum Crafter curriculum.
- 2)100% of AIA staff will be trained on the Academy's Curriculum Crafter curriculum.
- 3)Implementation walkthroughs (for progress monitoring) will show that a minimum of 75% of the Academy's staff are implementing the curriculum with efficacy and fidelity.

B) [18] Month interim Benchmark for Goal 2:

- 1)Create a team comprised of support staff, teachers, and administrators to be trained on PBIS (Positive Behavior Interventions and Support).
- 2)The PBIS team will develop procedures and protocols to develop and implement the PBIS system at the Academy with fidelity school-wide.
- 3)The team will develop a schedule to review and analyze district discipline data (suspensions, attendance challenges, code of conduct protocols) thru its pupil discipline platform (Mi-Star & Educators handbook {2017/18}, PowerSchool {2018 -2021}) to ensure that the PBIS system is being implemented with fidelity and efficacy.

C) [18] Month interim Benchmark for Goal 3:

- 1)Collate and Review baseline data from the M-Step, and the NWEA
- 2)Establish a team of administrators, instructors and coaches to review and analyze data and establish protocols and procedures to ensure that all staff are utilizing data to drive classroom instruction.
- 3)Utilize PLCs (Professional Learning Community) to address student deficiencies and design strategies to ensure student growth.
- 4)Create calendar to meet quarterly to review data to adjust strategies.

Title [Appendix E: Partnership Agreement Template for Public School Academies]	ID Number [MDE-OPD-2018.01.08]
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D) [18] Month interim Benchmark for Goal 4 (Amended goal 4)

1)4%-point increase of "all" 3rd-5th grade students scoring proficient on the Winter NWEA assessment for the 2017-2018 academic year to the 2019-2020 academic year.

IN WITNESS WHEREOF, the Parties and Partners have caused this Agreement to be executed on this date:

Michigan Department of Education

American International Academy

Name: Shick A. Alla

Name: Thomas P. White

Title: Superintendent

[Signature]
 Title: AIA Superintendent

Date: 11/20/18

Date: 9/26/18

American International Academy Board of Directors President

Lake Superior State University

Name: James Robinson

Name: Chris Oshelski

[Signature]
 Title: AIA Board President

[Signature]
 Title: LSSU CSO President

Date: 9/27/18

Date: 9/26/18

State School Reform Officer

[Signature]

Date: 11-26-18

**SECOND AMENDMENT
to the
American International Academy Partnership Agreement**

In accordance with section 23 of the American International Academy Partnership Agreement:

“If a Party requests modification of this Agreement, the Parties shall, upon reasonable notice of the proposed modification by the Party desiring the change, confer in good faith to determine the feasibility of such modification. Any modification of this Agreement approved by the Parties will not take effect until it is incorporated into the Contract by amendment approved by the Academy and Authorizer. A Partner does not have the right to request modification to this Agreement.”

All parties agree to the following:

- Amend Section 4: EIGHTEEN MONTH BENCHMARKS TO BE MET BY American International Academy by striking through the language to be changed and adding new language in **bold**. The statement(s) should read as follows:

A) [18] Month interim Benchmark for Goal 1:

- 1) The Academy will create a curriculum team comprised of coaches, instructional staff and administrators to develop protocols and procedures to ensure that all staff are trained on Curriculum Crafter curriculum.
- 2) 100% of AIA **instructional and instructional support** staff will be trained on the Academy’s **Curriculum Crafter curriculum resources and resource tools (i.e. curriculum crafter) within the first 3 months of employment with the district.**
- 3) Implementation of walkthroughs ~~(for progress monitoring) will show that a minimum of~~ **within classrooms will be conducted and data collected to demonstrate** 75% of the Academy’s staff are implementing the curriculum with efficacy and fidelity.

B) [18] Month interim Benchmark for Goal 2:

- 1) ~~Collate and review baseline data from the MSTEP and the NWEA.~~ **Create a team comprised of support staff, teachers, and administrators to be trained on Positive Behavioral Supports Interventions and Supports (PBIS).**

- 2) The PBIS team will develop procedures and protocols to develop and implement the PBIS system at the Academy with fidelity school wide.
- 3) The team will develop a schedule to review and analyze district discipline data (suspensions, attendance challenges, code of conduct protocols) **through** its pupil discipline platforms (~~Mi Star & Educators handbook (2017/18), PowerSchool (2018-2021)~~) to ensure that the PBIS system is being implemented with fidelity and efficacy.

C) [18] Month interim Benchmark for Goal 3:

- 1) **Collect Collate** and review baseline data from the MSTEP and the **NWEA to make informed instructional decisions for district in PLC meeting.**
- 2) **Establish a team of administrators, instructors and coaches to review and analyze data** and establish protocols and procedures to ensure that all instructional and instructional support staff are utilizing data to drive classroom instruction.
- 3) Utilize PLCs (Professional Learning **Communities**) to address student deficiencies and ~~design~~ **implement** strategies to ensure student growth.
- 4) Create calendar to meet quarterly to review data to adjust strategies.

- Amend Section 5: THIRTY-SIX MONTH GOALS TO BE MET BY American International Academy by striking through the language to be changed and adding new language in **bold**. The statement(s) should read as follows:

A) **Goal 1: Curriculum & Instruction**

- 1) 100% of all instructional staff will be trained on the Curriculum Crafter Curriculum (District curriculum). All staff will deliver curriculum with efficacy and fidelity.
- 2) **At least 75% of full-time staff (i.e. long-term substitutes, certified teachers) are teaching the curriculum as evidenced by a proficiency score on Domain 3 of the teacher evaluation.**

B) **Goal 2: School Culture & Climate**

- 1) A Positive Behavioral Intervention and Supports (PBIS) System will be adopted and implemented school wide. 100% of all instructional and supporting staff **within 3 months** will be trained on identified PBIS system and implement with efficacy and fidelity.

- 2) Discipline issues will be reduced by 10 **percentage points** as measured by suspension reported in the Academy's Pupil Accounting system (Mi-Star, Educators Handbook & PowerSchool) discipline data platform.

C) Goal 3: Student Academic Achievement

Benchmark 1:

5 **percentage point** increase ~~in the percent~~ of "all" 2nd-5th grade students meeting or exceeding their projected growth goal on the NWEA-MAP Reading from Fall 2019 to Fall 2021.

8 **percentage point** increase of "all" 3rd-5th grade students scoring proficient on the state ELA assessment for the 2017-2018 academic year to the 2020-2021 academic year.

10 **percentage point** decrease in "all" 3rd-5th grade students scoring not-proficient (Level 1) on the state ELA assessment for the 2017-2018 academic year to the 2020-2021 academic year.

Benchmark 2:

5 **percentage point** increase ~~in the percent~~ of "all" 2nd-5th grade students meeting or exceeding their projected growth goal on the NWEA-MAP Math from Fall 2019 to Fall 2021.

8 **percentage point** increase "all" 3rd-5th grade students scoring proficient on the state Math assessment for the 2017-2018 academic year to the 2020-2021 academic year.

10 **percentage point** decrease of "all" 3rd-5th grade students scoring not proficient (Level 1 on the state Math assessment **for** the 2017-2018 academic year to the 2020- 2021 academic year.

Benchmark 3:

5 **percentage point** increase ~~in the percent~~ of 2nd-5th Grade African American, Special Education and ELL students meeting or exceeding their projected growth targets on the NWEA-MAP Reading from Fall 2019 to Fall 2021.

8 **percentage point** increase of 3rd-5th grade African American, Special Education and ELL student subgroups scoring proficient on the state ELA assessment for the 2017-2018 academic year to the 2020-2021 academic year.

10 **percentage point** decrease in 3rd-5th grade African American, Special Education and ELL student subgroups scoring not-proficient (Level 1) on the state ELA assessment for the 2017-2018 academic year to the 2020-2021 academic year.

Benchmark 4:

5 **percentage point** increase in the percent of 2nd-5th Grade African American, Special Education and ELL students meeting or exceeding their projected growth targets on the NWEA-MAP Math from Fall 2019 to Fall 2021.

8 **percentage point** increase of 3rd-5th grade African American, Special Education and ELL student subgroups scoring proficient on the state Math assessment for the 2017-2018 academic year to the 2020-2021 academic year.

10 **percentage point** decrease in 3rd-5th grade African American, Special Education and ELL student subgroups scoring not-proficient (Level 1) on the state Math assessment for the 2017-2018 academic year to the 2020-2021 academic year.

Benchmark 5:

10% reduction - in the number of ~~Kindergarten~~ 3rd - 5th grade students receiving an out of school suspension from the 2017-2018 academic year to the 2020-2021 academic year.

All signatories have read, understood and agree to comply with and be bound by the terms of the conditions set forth in this Amendment to the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to the Agreement to be executed on this date:

American International Academy
Board of Education President

Name: James E. Robinson

Date: 8-16-19

American International Academy
Superintendent

Name: [Signature]

Date: 8-16-19

~~Michigan Department of Education,
Interim Superintendent of Public Instruction~~

Name: [Signature]

Date: _____

Office of Partnership Districts
Director, SRO Officer

Name: William A. Pearson

Date: 9.4.19

Lake Superior State University Charter Schools Office
Director/ Designee

Name: [Signature]

Title: Director

Date: 8/20/19