



GRANT SUMMARY

District Name: Waverly Community Schools  
ISD/RESA Name: Ingham ISD

District Code: 33215  
ISD Code: 33

FY 2010  
School Improvement Grant – Section 1003(g)  
District Proposal Abstract

For each of the models listed below, indicate the number of Schools within the District/LEA intends to implement one of the four models.

- Close/Consolidate Model:** Closing the school and enrolling the students who attended the school in other, higher-performing schools in the district.
- Transformation Model:** Develops teacher and leader effectiveness, implements comprehensive instructional programs using student achievement data, provides extended learning time and creates community-oriented schools.
- Turnaround Model:** Replace principal and at least 50 of the staff, adopt new governance, and implement a new or revised instructional. This model should incorporate interventions that take into account the recruitment, placement and development of staff to ensure they meet student needs; schedules that increase time for both students and staff; and appropriate social-emotional and community-oriented services/supports.
- Restart Model:** Close the school and restart it under the management of a charter school operator, a charter management organization (CMO) or an educational management organization (EMO). A restart school must admit, within the grades it serves, any former student who wishes to attend.

The Americans with Disabilities Act (ADA) provides comprehensive civil rights protections for individuals with disabilities. Title II of the ADA covers programs, activities, and services of public entities. Title II requires that, "No qualified individual with a disability shall, by reason of such disability be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by such entity." In accordance with Title II ADA provisions, the applicant has conducted a review of its employment and program/service delivery processes and has developed solutions to correcting barriers identified in the review.

**CERTIFICATION REGARDING TITLE III OF THE AMERICANS WITH DISABILITIES ACT (A.D.A.), P.L. 101-336, PUBLIC ACCOMMODATIONS AND COMMERCIAL FACILITIES**

The Americans with Disabilities Act (ADA) provides comprehensive civil rights protections for individuals with disabilities. Title III of the ADA covers public accommodations (private entities that affect commerce, such as museums, libraries, private schools and day care centers) and only addresses existing facilities and readily achievable barrier removal. In accordance with Title III provisions, the applicant has taken the necessary action to ensure that individuals with a disability are provided full and equal access to the goods, services, facilities, privileges, advantages, or accommodations offered by the applicant. In addition, a Title III entity, upon receiving a grant from the Michigan Department of Education, is required to meet the higher standards (i.e., program accessibility standards) as set forth in Title III of the ADA for the program or service for which they receive a grant.

**CERTIFICATION REGARDING GUN-FREE SCHOOLS - Federal Programs (Section 4141, Part A, Title IV, NCLB)**

The applicant assures that it has in effect a policy requiring the expulsion from school for a period of not less than one year of any student who is determined to have brought a weapon to school under the jurisdiction of the agency except such policy may allow the chief administering officer of the agency to modify such expulsion requirements for student on a case-by-case basis. (The term "weapon" means a firearm as such term is defined in Section 92' of Title 18, United States Code.)

The district has adopted, or is in the process of adopting, a policy requiring referral to the criminal or juvenile justice system of any student who brings a firearm or weapon to a school served by the agency.

**AUDIT REQUIREMENTS**

All grant recipients who spend \$500,000 or more in federal funds from one or more sources are required to have an audit performed in compliance with the Single Audit Act (effective July 1, 2003).

Further, the applicant hereby assures that it will direct its auditors to provide the Michigan Department of Education access to their audit work papers to upon the request of the Michigan Department of Education.

**IN ADDITION:**

This project/program will not supplant nor duplicate an existing School Improvement Plan.

**SPECIFIC PROGRAM ASSURANCES**

The following provisions are understood by the recipients of the grants should it be awarded:

1. Grant award is approved and is not assignable to a third party without specific approval.
2. Funds shall be expended in conformity with the budget. Line item changes and other deviations from the budget as attached to this grant agreement must have prior approval from the Office of Education Innovation and Improvement unit of the Michigan Department of Education.
3. The Michigan Department of Education is not liable for any costs incurred by the grantee prior to the issuance of the grant award.
4. Payments made under the provision of this grant are subject to audit by the grantor.
5. This grant is to be used to implement fully and effectively an intervention in each Tier I and Tier II school that the LEA commits to serve consistent with the final requirements.
6. The recipient must establish annual goals for student achievement on the State's assessments in both reading/language arts and mathematics and measure progress on the leading indicators in section III of the final requirements in order to monitor each Tier I and Tier II school that it serves with school improvement funds.
7. If the recipient implements a restart model in a Tier I or Tier II school, it must include in its contract or agreement terms and provisions to hold the charter operator, charter management organization, or education management organization accountable for complying with the final requirements.
8. The recipient must report to the SEA the school-level data required under section III of the final requirements.

SIGNATURE OF SUPERINTENDENT OR AUTHORIZED OFFICIAL

*Della A. Jones*

Date

9/13/10

SIGNATURE OF LEA BOARD PRESIDENT

*John M. Broughton*

Date

9/13/10

## **ASSURANCES AND CERTIFICATIONS** **STATE PROGRAMS**

- **INSTRUCTIONS:** Please review the assurances and certification statements that are listed below. Sign and return this page with the completed application.

### **CERTIFICATION REGARDING LOBBYING FOR GRANTS AND COOPERATIVE AGREEMENTS**

No federal, appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member Of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LL "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **ASSURANCE WITH SECTION 511 OF THE U.S. DEPARTMENT OF EDUCATION APROPRIATION ACT OF 1990**

When issuing statements, press releases, requests for proposals, solicitations, and other documents describing this project, the recipient shall state clearly: 1) the dollar amount of federal funds for the project, 2) the percentage of the total cost of the project that will be financed with federal funds, and 3) the percentage and dollar amount of the total cost of the project that will be financed by nongovernmental sources.

### **ASSURANCE CONCERNING MATERIALS DEVELOPED WITH FUNDS AWARDED UNDER THIS GRANT**

The grantee assures that the following statement will be included on any publication or project materials developed with funds awarded under this program, including reports, films, brochures, and flyers: "These materials were developed under a grant awarded by the Michigan Department of Education."

### **CERTIFICATION REGARDING NONDISCRIMINATION UNDER FEDERALLY AND STATE ASSISTED PROGRAMS**

The applicant hereby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the Michigan Department of Education.

### **CERTIFICATION REGARDING BOY SCOUTS OF AMERICA EQUAL ACCESS ACT, 20 U.S.C.**

**7905, 34 CFR PART 108.**

A State or subgrantee that is a covered entity as defined in Sec. 108.3 of this title shall comply with the nondiscrimination requirements of the Boy Scouts of America Equal Access Act, 20 U.S.C. 7905, 34 CFR part 108.

### **PARTICIPATION OF NONPUBLIC SCHOOLS**

The applicant assures that private nonprofit schools have been invited to participate in planning and implementing the activities of this application.

### **ASSURANCE REGARDING ACCESS TO RECORDS AND FINANCIAL STATEMENTS**

The applicant hereby assures that it will provide the pass-through entity, i.e., the Michigan Department of Education, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with Section 400 (d) (4) of the U.S. Department of Education Compliance Supplement for A-133.

### **ASSURANCE REGARDING COMPLIANCE WITH GRANT PROGRAM REQUIREMENTS**

The grantee agrees to comply with all applicable requirements of all State statutes, Federal laws, executive orders, regulations, policies and award conditions governing this program. The grantee understands and agrees that if it materially fails to comply with the terms and conditions of the grant award, the Michigan Department of Education may withhold funds otherwise due to the grantee from this grant program, any other federal grant programs or the State School Aid Act of 1979 as amended, until the grantee comes into compliance or the matter has been adjudicated and the amount disallowed has been recaptured (forfeited). The Department may withhold up to 100% of any payment based on a monitoring finding, audit finding or pending final report.

### **CERTIFICATION REGARDING TITLE II OF THE AMERICANS WITH DISABILITIES ACT (A.D.A.), P.L. 101-336, STATE AND LOCAL GOVERNMENT SERVICES**

# Attachment VII

## School Improvement Partnership Agreement

This School Improvement Partnership Agreement ("SIPA") is entered into by and between Michigan Department of Education (State) Ingham Intermediate School District (ISD/RESA/ or other partner(s) and Waverly Community Schools ("LEA"). This agreement establishes a framework of collaboration, as well as articulates specific roles and responsibilities in the implementation of an approved plan of work to access Federal School Improvement Grant funds for Low Performing Schools under the American Recovery and Reinvestment Act (ARRA).

### I. SCOPE OF WORK

The Scope of Work defines the actions and reform measures the Qualifying LEA agrees to implement under one of these four federally-defined options: Turnaround, Restart, Transformation or Closure. The model selected by WCS-Waverly M.S (LEA & Building Name)

is Transformation;

### II. PROJECT ADMINISTRATION

#### A. QUALIFYING LEA RESPONSIBILITIES

In implementing the tasks and activities described in the ARRA Federal School Improvement Grant, the LEA will:

- 1) Choose to implement one of four options identified in this agreement and develop a corresponding plan.
- 2) Actively participate in all relevant meetings, communities of practice, or other practice-sharing events that are organized by the State of Michigan Department of Education (State) or its designee.
- 3) Post to any website specified by the Michigan Department of Education, in a timely manner, all non-proprietary products and lessons learned developed using funds associated with the ARRA Federal School Improvement Grant.

- 4) Participate, as requested, in any evaluations of this grant conducted by the Michigan Department of Education or United States Education Department (ED).
- 5) Be responsive to Michigan Department of Education (or its designee) or ED requests for information including status of the project, project implementation, outcomes, and any problems anticipated or encountered.
- 6) Participate in meetings and telephone conferences with the Michigan Department of Education or its designee to discuss (a) progress of the project, (b) potential dissemination of resulting non-proprietary products and lessons learned, (c) plans for subsequent years of the ARRA Federal School Improvement Grant, and (d) other matters related to the ARRA Federal School Improvement Grant and associated plans.
- 7) Each school shall establish a new leadership team composed (but not limited to) of the principal, classroom teachers who lead a grade level, a multiage team or subject-matter-area team, supplementary support personnel, and at least two community members who engage the community in the transformation. Each school-based team shall also have a liaison member representing the Michigan Department of Education or its designee.

**B. INTERMEDIATE SCHOOL DISTRICT/REGIONAL EDUCATIONAL SERVICE AGENCY or OTHER DESIGNATED PARTNER RESPONSIBILITIES**

To assist LEAs in implementing their tasks and activities described in the ARRA Federal School Improvement Grant, the partner or partners that elect to sign this memorandum of agreement to support the low performing school(s) shall:

- 1) Work collaboratively with, and support the LEA in carrying out the LEA Plan as identified in this agreement.
- 2) Provide feedback on the LEA's status updates, annual reports, any interim reports, and project plans and products.
- 3) Identify sources of technical assistance as needed.

**C. JOINT RESPONSIBILITIES**

- 1) The ISD/(R)ESA or other partner(s) and the LEA will each appoint a contact person for the ARRA Federal School Improvement Grant.
- 2) These key contacts from the ISD(R)ESA or other partner(s) and the LEA will maintain frequent communication to facilitate cooperation under this partnership agreement.

#### **D. STATE RESPONSIBILITIES**

To assist LEAs in implementing their tasks and activities described in the ARRA Federal School Improvement Grant, the State will:

- 1) Work collaboratively with, and support the LEA and supporting ISD/(R)ESA or consortium of ISDs/(R)ESAs or other partner(s) in carrying out the School Plan as noted in this agreement.
- 2) Timely distribute the LEA's portion of ARRA Federal School Improvement Grant funds during the course of the project period and in accordance with the School Plan as noted in this agreement.
- 3) Provide feedback on the LEA's status updates, annual reports, any interim reports, and project plans and products.
- 4) Identify sources of technical assistance as needed.
- 5) Periodically review the approved plan and implementation progress.

#### **E. RECOURSE FOR NON-PERFORMANCE**

If the Michigan Department of Education determines that the LEA or School is not meeting its goals, timelines, budget, or annual targets or is not fulfilling other applicable requirements, the Michigan Department of Education will make recommendations for an alternative intervention which may include restart, closure, or a collaborative process between the State, ISD/(R)ESA or other partner(s) and the LEA, including putting the LEA on reimbursement payment status, temporarily withholding funds, or disallowing costs, or modifying the approved plan.

### **III. ASSURANCES**

The LEA hereby certifies and represents that:

- 1) It has all requisite power and authority to execute this partnership agreement.

- 2) It is familiar with the general scope of the ARRA Federal School Improvement Grant application and is supportive of and committed to working on all portions of the plan.
- 3) It will implement the Plan that has been approved by the Michigan Department of Education.
- 4) It will work cooperatively with the Michigan Department of Education or its designee to develop a Scope of Work with specific goals, activities, timelines, budgets, key personnel, and annual targets for key performance measures in a manner that is consistent with State and Federal School Improvement Goals.
- 5) It will comply with all of the terms of the ARRA Federal School Improvement Grant, and all applicable Federal and State laws and regulations.
- 6) Nothing in the School Improvement Partnership Agreement shall be construed to alter or otherwise affect the rights, remedies, and procedures afforded school district employees under Federal, State, or local laws (including applicable regulations or court orders or under the terms of collective bargaining agreements, memoranda of understanding, or other agreements).
- 7) Any portion of the School Improvement Partnership Agreement that impacts upon a mandatory topic of bargaining not covered by an existing collective bargaining agreement, memorandum of understanding, or other agreement shall be implemented only after an agreement is reached through collective bargaining.

#### **IV. MODIFICATIONS**

This School Improvement Partnership Agreement may be amended only by written agreement signed by each of the parties involved, and in consultation with the State.

#### **V. DURATION/TERMINATION**

This School Improvement Partnership Agreement shall be effective, beginning with the date of the last signature hereon and, if a grant is received, ending upon the expiration of the grant project period, or upon mutual agreement of the parties, whichever occurs first.

**VII. SIGNATURES**

**Local Superintendent (or equivalent authorized signatory) - required:**

Signature/Date Debra L. Jones 1/18/11 Print Name/Title  
Debra L. JONES, Superintendent

**President of Local School Board (or equivalent) - required:**

Signature/Date John W. Broughton 1/18/11 Print Name/Title  
John W. Broughton, Board President

**Intermediate Superintendent (or equivalent authorized signatory) - required:**

Signature/Date Stanley Kogut Print Name/Title  
Stanley Kogut, Superintendent

**President of Intermediate School Board (or equivalent) - required:**

Signature/Date John Wolenberg Print Name/Title  
John Wolenberg, President

**Authorized State Official - required:**

By its signature below, the State hereby accepts the LEA as a Qualifying LEA.

Signature/Date \_\_\_\_\_ Print Name/Title  
\_\_\_\_\_