

Office of Partnership Districts

Partnership Agreement Enactment & Amendment History

Partnership District	Saginaw Preparatory Academy
Partnership Agreement	March 2018
Amendment 1	November 26, 2018
Amendment 2	September 12, 2019
Amendment 3	



Title	ID Number
Saginaw Preparatory Academy	District: 73908 School: 08519

**Partnership Agreement for Public School Academies
March 2018**

THIS PARTNERSHIP AGREEMENT (Agreement) is entered on 5/21/2018 between the Michigan Department of Education (MDE), the State School Reform/ Redesign Officer (SRO), the Saginaw Valley State University (Authorizer)> and:

Saginaw Preparatory Academy
5173 Lodge St.
Saginaw, MI 48601
Molly Rundell, School Leader
Christina Gayton, Academy Board President
Saginaw Valley 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 with the partnership goals superseding contract 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 24 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.

Michigan Law requires the Superintendent of Public Instruction (State Superintendent) to 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. The Academy school(s) subject to this Agreement are either identified as Comprehensive Support and Improvement (CSI) Schools or are electively added to this agreement per the request of Saginaw Preparatory Academy Board. Under Michigan Law, the SRO has the authority provided in MCL 380.1280c to address chronically failing schools to achieve superior academic performance for students at those school. The SRO is executing its statutory responsibilities defined in MCL 380.1280c by assigning the oversight of the Academy school(s) named in this agreement to the Michigan Department of Education (MDE) for the duration of this agreement, pending the Next Levels of Accountability (NLA) defined in Paragraph 20 do not require implementation as defined therein. This partnership 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.

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.

It is mutually agreed by all parties to this agreement that the implementation of this partnership agreement is in the best interest of the students at Saginaw Preparatory Academy for its/their academic improvement.

2) TERMS AND CONDITIONS: Saginaw Preparatory 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) Saginaw Preparatory Academy

4) EIGHTEEN MONTH GOALS TO BE MET BY SAGINAW PREPARATORY ACADEMY:

A) Goal 1: Academic Proficiency and Growth will increase as:

- 50% of full academic year students in grades k-8 will meet their growth target on NWEA Reading MAP
- 50% of full academic year students in grades k-8 will meet their growth target on NWEA Mathematics MAP
- The percent proficient on District-made, grade level, standards based common assessments will increase by 4 percentage points for English Language Arts benchmark assessments
- The percent proficient on District-made, grade level, standards based common assessments will increase by 4 percentage points for mathematics benchmark assessments

5) THIRTY SIX MONTH GOALS TO BE MET BY SAGINAW PREPARATORY ACADEMY:

A) Goal 1: Academic Proficiency and Growth will increase as:

- 50% of full academic year students in grades k-8 will meet their growth target on NWEA Reading MAP
- 50% of full academic year students in grades k-8 will meet their growth target on NWEA Mathematics MAP
- The percent proficient in Spring 2020 on District-made, grade level, standards based common assessments in grades k-8 will increase by 6 percentage points for English Language Arts benchmark assessments based on the quarterly average of the 2017-18 benchmark data.
- The percent proficient in Spring 2020 on District-made, grade level, standards based common assessments in grades k-8 will increase by 6 percentage points for mathematics benchmark assessments based on the quarterly average of the 2017-18 benchmark data. (See the following

in the attachment section of the agreement: *Chart 1: Two-year District Made Benchmark Achievement Goal/Target Chart (English Language Arts & Mathematics)*)

- The average percent of students scoring proficient in English Language Arts and mathematics combined on M-Step will increase by 8 percentage points on the Spring 2021 state assessment (See the following in the attachment section of the agreement: *Chart 2: Two-year M-STEP Achievement Goal/Target Chart (Average, English Language Arts & Mathematics)*)
- B) Goal 2: Student wellbeing and positive behavior will increase as shown below: (MTSS for attendance and behavior logs)
- Reduce chronically absent students (missing more than 10% of school days) by 2% annually, using 2016-17 data as a baseline. (See the following in the attachment section of the agreement: *Chart 3: Chronically Absent Annual Percentage Targets*)
 - Discipline office referrals will decrease by 20%, using 2016-17 as a baseline. (See the following in the attachment section of the agreement: *Chart 4: Discipline Office Referral Percentage Targets*)

6) ANALYSIS OF RELEVANT DATA

- A) Goal 1: Academic Proficiency and Growth will increase as:
- Proficiency rates indicate a need for curriculum alignment to Michigan standards
 - NWEA Growth for mathematics and reading K-8
 - Two year trend data for the percentage of students proficient in reading and mathematics in grades K-8 on District assessments (See Chart 1)
 - Three year trend data for the percentage of students proficient for reading and mathematics in grades 3-8 on the state assessment (See Chart 2)
- B) Goal 2: Student wellbeing and positive behavior will increase as shown below: (MTSS for attendance and behavior logs)
- Office discipline referral data from the 2015-2016, 2016-2017 and 2017-18 academic school years.
 - Student attendance data from 2015-2016, 2016-2017 and 2017-18 academic school years.

7) STRENGTHS AND WEAKNESSES OF SAGINAW PREPARATORY ACADEMY

- A) Goal 1: Academic Proficiency and Growth will increase as:
- Strengths:

- Use NWEA benchmark data to tier students according to their individual learning level, all student placed in tiers I, II, or III.
 - Weekly grade level meetings to discuss data from weekly formative assessments, instructional strategies, curriculum resources and to plan for instruction.
 - Staff willingness to grow their practice through professional development and feedback
 - Weaknesses:
 - Use NWEA benchmark data to determine and execute high quality interventions for students in tier II and tier III.
 - Scaffolding grade level content to meet students' individual learning needs and ensure they are reaching proficiency at all Depth of Knowledge levels. In essence lessons will contain varying levels of rigor ensuring that all students receive challenging content leading to mastery.
- B) Goal 2: Student wellbeing and positive behavior will increase as shown below: (MTSS for attendance and behavior logs)
- Strengths:
 - School has a School Social Worker and Behavior Interventionist
 - Ongoing Professional Development from Saginaw ISD with a focus on CHAMPS.
 - Established Positive Behavior Intervention Support (PBIS)
 - Highly Qualified Teachers (in 94% of the classrooms)
 - The average daily attendance is 95% for the not chronically absent students
 - Weaknesses:
 - Some classes have classroom management concerns and the majority of the classes could always benefit from continued strategies and training
 - Peak months with heightened behavior referrals
 - The average daily attendance is 81% for the chronically absent students

8) STRATEGIES TO MEET PARTNERSHIP GOALS AND BENCHMARKS:

- A) Strategy 1: Align pacing guides to state standards ensuring that all standards are covered in a timely manner, the most important work of the grade is taught with the highest level of rigor and that assessments are aligned to the standards at high DoK levels.
- B) Strategy 2: Intentional focus during weekly PLC meetings on individual student data based on the NWEA benchmark, weekly formative assessments and progress monitoring. Focus will also include strategies to increase rigor in the classroom.

- C) Strategy 3: The Leona Group will support the academy with consistent implementation of the strategies by providing intentional support, continuous communication, professional development and feedback to the leadership team, which is included in the management agreement.
- D) Strategy 4: Behavioral Interventionists will work with students on a check in/check out process daily.
- E) Strategy 5: School social worker will serve as a parent liaison with a focus on improving parent engagement
- F) Strategy 6: Provide ongoing professional development regarding positive behavior support, alternative to suspensions and classroom management.

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

A) PD for Goal 1:

- The Leona Group will provide professional development to all teachers regarding full implementation of the components of the math resources, focusing on strategies to reach high levels of rigor in tier I instruction using the resource.
- The Leona Group will provide professional development to all teachers regarding all components of the reading resources, focusing on strategies to reach high levels of rigor in tier I instruction using the resource.
- The Leona Group will provide ongoing professional development for tier II and tier III intervention strategies and execution using NWEA benchmark data to determine individual student needs.
- The Leona Group will provide professional development and support the teachers in strategies for scaffolding grade level content. School leadership team will intentionally, with fidelity, monitor and provide feedback on weekly lesson plans about scaffolding and differentiation

B) PD for Goal 2:

- All staff will receive professional development on classroom management, positive behavior support strategies in the classroom as well as unstructured areas.
- Staff will review the office referral data monthly with a focus on location, frequency and type of infractions. Corrective actions such as redistribution of staff where needed and restructuring of processes if necessary, in order to reach the students in varying behavior tiers.

10) SAGINAW PREPARATORY ACADEMY BOARD OF DIRECTORS ROLE AND ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND PARTNERSHIP GOALS:

- A) Incorporate the School Board goals into this Partnership Agreement with a checklist for actions and due dates for each goal.

- B) Align all School Board meeting agendas to major responsibilities of the School Board related to the Partnership Agreement Implementation Plan.
- C) Abide by the School Board-approved norms and protocols during all meetings (open or closed) and during all interactions outside of these meetings.
- D) Ensure that all protocols adopted by the School Board (i.e. communication, handling complaints, etc...) are aligned to an approved School Board policy.
- E) Adopt the school district's Partnership Agreement goals (student achievement, student well-being and leadership capacity) as the management agreement annual performance evaluation goals in addition to the fiscal goals set forth by the Partnership Agreement. All of which the elementary staff has committed to implement and sustain.

11) SAGINAW PREPARATORY ACADEMY SCHOOL LEADER 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 bi-annually, the Academy's School Leader 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) Provide monthly updates to the Academy's educational service provider (The Leona Group) regarding the status of the Academy as relates to the implementation of this Agreement and the achievement of the goals defined herein.
- D) Provide monthly updates to the Academy's instructional staff regarding the status of the Academy as relates to the implementation of this Agreement and the achievement of the goals defined herein.
- E) Evaluation will adopt partnership goal.

12) SAGINAW PREPARATORY ACADEMY EMPLOYEE ACTIONS TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A) Employees will attend scheduled professional development sessions for additional training in English Language Arts and math standards based teaching, NWEA to support Tier II and III instruction and on backwards planning to reach high levels of rigor in Tier I instruction. Teachers will take specific items from the professional development to implement immediately. Focused monitoring by the leadership team will begin immediately.
- B) Teachers will meet in weekly PLC meetings in grade level spans to discuss data from weekly formative assessments, instructional strategies, curriculum resources and to plan for instruction. Instruction will

be adjusted according to and based on PLC data digs.

- C) Employees will attend scheduled professional development sessions for positive behavior support, alternative to suspensions, and classroom management, specific to teachers skills and students needs.
- D) Staff will discuss progress on Partnership Agreement goals quarterly to monitor progress.

13) SAGINAW VALLEY STATE UNIVERSITY ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A) Mark Eitrem, Partnership Liaison, will serve as primary point-of-contact for authorizer, Saginaw Preparatory Academy.
- B) Work with the Superintendent to ensure the successful implementation of the Partnership Agreement.
- C) Identify barriers to the Partnership Agreement and eliminate or minimize these barriers.
- D) Facilitate discussions and meetings related to the Partnership Agreement.
- E) Participate in regular quarterly check-ins with partners to discuss Partnership Agreement progress.
- F) Support district use of the Northwest Evaluation Association (NWEA) assessment with financial support and training.
- G) Provide technical assistance to support the successful implementation of Partnership Agreement goals.
- H) Attend District School Board meetings to monitor updates on the implementation of the Partnership Agreement.

14) SAGINAW INTERMEDIATE SCHOOL DISTRICT ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A) Implementation Facilitator (when grant funds allow) will serve as the primary point of contact for the ISD.
- B) The Implementation Facilitator will function as a systems coach to assist in the implementation and follow through of the Partnership Agreement and CSI Plan.
- C) Specific services to be facilitated at the SISD:
 - 1) CHAMPS - Classroom Management
 - 2) KAGAN Coaching & Support
 - 3) Attendance and Truancy Plan
 - 4) Literacy Coaching Network
 - 5) Blueprint Evaluation and Implementation Support
- D) Work with the Superintendent to ensure the successful implementation of the Partnership Agreement.
- E) Identify barriers to the Partnership Agreement and eliminate or minimize these barriers.

- F) Facilitate discussions and meetings related to the Partnership Agreement.
- G) Participate in regular quarterly check-ins with partners to discuss Partnership Agreement progress.
- H) Provide technical assistance to support the successful implementation of Partnership Agreement goals.

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

- 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 periodic 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.

16) SAGINAW PREPARATORY ACADEMY STUDENT ADVISORY COUNCIL ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A) Form a student PBIS group to collaborate regarding incentives, lead the student body and model positive behavior and elevate students that are showing positive behavior schoolwide.
- B) Form a student mentor group to work with peers on conflict resolution and management in order ensure a positive mindset and outlook towards their school day and educational goals.
- C) Plan incentives and events to increase student daily attendance.

- 17) BUDGET:** Given a wide range of uncertainties in district funding, it is not possible to create a finalized 36-month budget however, Saginaw Preparatory Academy will share 2018-19, 2019-2020 and 2020-21 budget information, including allocations for state and federal grants, and other elements when the budgets are designed and adjusted with all appropriate partners. (Please see Attachment A for estimates.) In order to

meet the 18-month benchmarks and 36-month goals local, state, and federal funds will be used for staffing, programs, initiatives, and activities based on data trends, needs assessments and best practices. Significant support will be provided to MTSS, professional development and community involvement. Student and teacher classroom resources including technology, hands on manipulatives, online site licenses, curriculum resources and other supplemental education supplies used to support Tier I, Tier II and Tier III instruction will be addressed as well.

18) 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) Saginaw Valley State University

1: Partner will supply professors/educators from its current available staff. Professors will work directly in targeted classrooms towards specific goals. Partner will also play an integral part of professional development.

2: Saginaw Valley State University will work with the school to ensure the benchmark and goals are aligned with the partnership agreement

19) ADDITIONAL SCHOOLS: The Parties agree that other Saginaw Preparatory 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.

20) 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] 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.

21) NEXT LEVEL ACCOUNTABILITY MEASURES:

- A) If The Parties fail to sign this agreement within 90 days, the Authorizer shall implement one of the following Next Level of Accountability Measures:
 - 1) Close and Reconstitute
 - 2) Engage another Authorizer or ISD to assume control of the school(s)
 - 3) Closure
- B) If the Academy fails to sign this agreement within 90 days, and the Authorizer fails to implement one of the Next Level of Accountability Measures defined in subsection A, within 45 days of being notified by the OPD, the State School Reform/Redesign Officer will implement one of the Next Level of Accountability Measures defined in subsection A.
- C) 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 shall implement one of the following mutually agreed upon Next Level of Accountability Measures:
 - 1) Close and Reconstitute
 - 2) Engage another Authorizer or ISD to assume control of the school(s)
 - 3) Closure
- D) If the Academy school(s) covered by this Agreement [do][does] not meet the [18]-month benchmark(s) set forth in this Agreement, and the Authorizer fails to implement one of the Next Level of Accountability Measures defined in subsection C, within 45 days of being notified by the OPD, the State School Reform/Redesign Officer will implement one of the Next Level of Accountability Measures defined in subsection C.

- E) If the Academy school(s) covered by this Agreement [do][does] not meet the [36]-month goal(s) set forth in this Agreement, the Authorizer shall implement one of the following mutually agreed upon Next Level of Accountability Measures:
 - 1) Close and Reconstitute
 - 2) Engage another Authorizer or ISD to assume control of the school(s)
 - 3) Closure
- F) If the Academy school(s) covered by this Agreement [do][does] not meet the [36]-month benchmark(s) set forth in this Agreement, and the Authorizer fails to implement one of the Next Level of Accountability Measures defined in subsection E, within 45 days of being notified by the OPD, the State School Reform/Redesign Officer will implement one of the Next Level of Accountability Measures defined in subsection E.
- 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.

22) COMMUNITY ENGAGEMENT: The following actions will be completed by Saginaw Preparatory Academy, Molly Rundell, the Academy Board of Directors, and Partners to ensure that the school community is meaningfully engaged in the implementation of this Agreement:

- A) The school leader will meet with the community partners quarterly in order to discuss Partnership Agreement goals. The school leader will report on progress towards the school's goals and the partners will collaborate to identify needs, eliminate duplication and ensure alignment of resources thereby strengthening the impact of agencies, organizations and partners on student academic progress.

23) CHECKLIST OF ACTIONS: The following actions will be completed by Saginaw Preparatory Academy, Molly Rundell, 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 Saginaw Preparatory 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.

- 24) FUTURE MEETING DATES:** Saginaw Preparatory Academy and MDE will establish meeting dates in order to engage in collaborative discussion, gauge implementation progress, identify barriers, and discuss relevant issues regarding this Agreement:
- 25) 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.
- 26) 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.
- 27) 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.
- 28) 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.

29) 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.

30) GOVERNING LAW: This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Michigan.

31) 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.

32) 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.

33) 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:
Saginaw Preparatory Academy
5173 Lodge St.
Saginaw, MI 48601
Attn: Molly Rundell, Academy School Leader
Christina Gayton, President, Board of Directors
Email addresses: molly.rundell@leonagroup.com and solchristina@yahoo.com.

ii) If to Authorizer:

Saginaw Valley State University
7400 Bay Road
Saginaw, MI 48602

Attn: David Lewis, Director
Email address: dalewis@svsu.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: _____

34) 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

Saginaw Preparatory Academy Administrator

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

SPA Board of Directors President

Office of Partnership Districts, Director, SRO Officer

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Saginaw Valley State University

Saginaw Intermediate School District

Name: _____ Name:  _____

Title: _____ Title: *DIRECTOR OF IS* _____

Date: _____ Date: *6/6/18* _____

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

Michigan Department of Education

Saginaw Preparatory Academy Administrator

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

SPA Board of Directors President

Office of Partnership Districts, Director, SRO Officer

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Saginaw Valley State University

Saginaw Intermediate School District

Name: David A. Keller Name: _____

Title: Director/SUPO Title: _____

Date: June 11, 2018 Date: _____

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

Michigan Department of Education

Name: _____

Title: _____

Date: _____

Saginaw Preparatory Academy Administrator

Name: Molly Russell

Title: School Leader

Date: 6-25-18

SPA Board of Directors President

Name: Christina Layton

Title: Board President

Date: June 25, 2018

Office of Partnership Districts, Director, SRO Officer

Name: _____

Title: _____

Date: _____

Saginaw Valley State University

Name: _____

Title: _____

Date: _____

Saginaw Intermediate School District

Name: _____

Title: _____

Date: _____

ATTACHMENT A: THIRTY-SIX 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.

Thirty-Six Month Budget Overview

PARTNERSHIP AGREEMENT YEAR	SALARIES	BENEFITs	PURCHASED SERVICES	PROFESSIONAL LEARNING	SUPPLIES & MATERIALs	OTHER EXPENDITURES	TOTAL EXPENDITURES
1	1,290,930	449,895	5,025	17,380	53,935	2,510	1,819,675
2	1,290,930	449,895	5,025	17,380	53,935	2,510	1,819,675
3	1,290,930	449,895	5,025	17,380	53,935	2,510	1,819,675
GRAND TOTAL	3,872,790	1,349,685	15,075	52,140	161,805	7,530	5,459,025

Chart 1: Two-year District Made Benchmark Achievement Goal/Target Chart (English Language Arts & Mathematics)

Benchmark Achievement English Language Arts

	2017-18	2018-19	2019-20	2020-21
Aggregate Score	35.1%	37.1%	39.1%	41.1%
Target Increase (Percentage Points)	NA	2	4	6

Benchmark Achievement Mathematics

	2017-18	2018-19	2019-20	2020-21
Aggregate Score	40.8%	42.8%	44.8%	46.8%
Target Increase (Percentage Points)	NA	2	4	6

Chart 2: Two-year M-STEP Achievement Goal/Target Chart (Average, English Language Arts & Mathematics)

M-STEP English Language Arts & Mathematics Average

	2016-17	2017-18	2018-19	2019-20	2020-2021
Aggregate Score	9%	11%	13%	15%	17%
Target Increase (Percentage Points)	NA	2	4	6	8

M-STEP English Language Arts

	2016-17	2017-18	2018-19	2019-20	2020-21
Aggregate Score	12.9%	14.9%	16.9%	18.9%	20.9%
Target Increase (Percentage Points)	NA	2	4	6	8

M-STEP Mathematics

	2016-17	2017-18	2018-19	2019-20	2020-21
Aggregate Score	5.1%	7.1%	9.1%	11.1%	13.1%
Target Increase (Percentage Points)	NA	2	4	6	8

Chart 3: Chronically Absent Annual Percentage Targets**Chronically Absent Annual Percentage Targets**

	2016-17	2017-18	2018-19	2019-20	2020-21
Percentage of Students Chronically Absent	41.8%	39.8%	37.8%	35.8%	33.8%
Target Decrease (Percentage Points)	NA	2	4	6	8

Chart 4: Discipline Office Referral Percentage Targets

Discipline Office Referral Percentage Targets

	2016-17	2017-18	2018-19	2019-20	2020-21
Number of Office Referrals	252	239	227	214	202
Target Decrease	NA	5%	10%	15%	20%

<Number- ex:1st> AMENDMENT
to the
Saginaw Preparatory Academy Partnership Agreement

In accordance with section 25 of the Saginaw Preparatory 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:

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

- Goal 1: Academic Proficiency and Growth will increase as:
 - 50% of full academic year students in grades k-8 will meet their growth target on NWEA Reading MAP
 - 50% of full academic year students in grades k-8 will meet their growth target on NWEA Mathematics MAP
 - The percent proficient on District-made, grade level, standards based common assessments will increase by 4 percentage points for English Language Arts benchmark assessments
 - The percent proficient on District-made, grade level, standards based common assessments will increase by 4 percentage points for mathematics benchmark assessments
- **The average percent of students scoring proficient in English Language Arts and mathematics combined on M-Step will increase by 6 percentage points on the Spring 2020 state assessment (See the following in the attachment section of the agreement: Chart 2: Two-year M-STEP Achievement Goal/Target Chart (Average, English Language Arts & Mathematics))**

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:

Saginaw Preparatory Academy

Board of Education President

Name: Christina Grayton

Date: 10-17-18

Saginaw Preparatory Academy

Superintendent

Name: Molly Rundell

Date: 10-15-18

Michigan Department of Education,
Interim Superintendent of Public Instruction

Name: Sheila A. Allen

Date: 11-20-18

Office of Partnership Districts

Director, SRO Officer

Name: Tracy J. Smith

Date: 11-26-18

Saginaw Valley State University Charter Schools Office

Director/ Designee

Name: Daniel Galt

Title: Site Director

Date: 10/15/18

2nd AMENDMENT to the Saginaw Preparatory Academy Partnership Agreement

In accordance with section 25 of the Saginaw Preparatory 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 page 1 by striking through the language to be changed and adding new language in bold. The statement(s) should read as follows:

Saginaw Preparatory Academy
5173 Lodge St.
Saginaw, MI 48601

Kate Scheid Weber, Superintendent

~~Molly Rundell~~ **James Kenney**, School Leader

~~Christina Gayton~~ **James Perkins**, Academy Board President

Saginaw Valley State University, Authorizing Agent

Amend section 5 THIRTY-SIX MONTH GOALS TO BE MET BY Saginaw Preparatory 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: Academic Proficiency and Growth will increase as:~~

- ~~• 50% of full academic year students in grades k-8 will meet their growth target on NWEA Reading MAP~~
- ~~• 50% of full academic year students in grades k-8 will meet their growth target on NWEA mathematics MAP~~
- ~~• The percent proficient in Spring 2020 on District-made, grade-level, standards-based common assessments in grades k-8 will increase by 6 percentage points for English Language Arts benchmark assessments based on the quarterly average of the 2017-18 benchmark data.~~
- ~~• The percent in Spring 2020 on District-made, grade-level, standards-based common assessments in grades k-8 will increase by 6 percentage points for mathematics benchmark assessments based on the quarterly average of the 2017-18 benchmark data. (See the following in the attachment section of the~~

~~agreement: *Chart 1: Two-year District Made Benchmark Achievement Goal/Target Chart (English Language Arts & Mathematics)*~~

- ~~• The average percent of students scoring proficient in English Language Arts and mathematics combined on M-Step will increase by 8 percentage points on the Spring 2021 state assessment (See the following in the attachment section of the agreement: *Chart 2: Two-year M-STEP Achievement Goal/Target Chart (Average, English Language Arts & Mathematics)*)~~

A) Goals 1-6: Academic Proficiency and Growth:

- **Goal 1: Fifty three percent of all students building-wide will meet their growth target RIT score as evidenced by NWEA MAP Growth assessment for reading, (Local performance outcome)**
- **Goal 2: Fifty three percent of all students building-wide will meet their growth target RIT score as evidenced by NWEA MAP Growth assessment for mathematics. (Local performance outcome)**
- **Goal 3: The building-wide average percent of students scoring proficient in English Language Arts will increase by 6 percentage points from 2017-2018 as evidenced by FocalPointK12 Inspect Item Bank assessments. (Local performance outcome)**
- **Goal 4: The building-wide average percent of students scoring proficient in mathematics will increase by 6 percentage points from 2017-2018 as evidenced by FocalPointK12 Inspect Item Bank assessments. (Local performance outcome)**
- **Goal 5: Building-wide average percent of students scoring proficient in reading will increase by 4 percentage points as evidenced by M-Step based on 2020-2021 data. (State performance outcome)**
- **Goal 6: Building-wide average percent of students scoring proficient in mathematics will increase by 4 percentage points as evidenced by M-Step based on 2020-2021 data. (State performance outcome)**

~~B) Goal 2: Student wellbeing and positive behavior will increase as shown below: (MTSS for attendance and behavior logs)~~

- ~~• Reduce chronically absent students (missing more than 10% of school days) by 2% annually, using 2016-17 data as a baseline. (See the following in the attachment section of the agreement: *Chart 3: Chronically Absent Annual Percentage Targets*)~~

- ~~• Discipline office referrals will decrease by 20%, using 2016-17 as a baseline. (See the following in the attachment section of the agreement: *Chart 4: Discipline Office Referral Percentage Targets*)~~

B) Goal 7-9: Student well-being and positive behavior will increase as shown below: (MTSS for attendance and behavior logs)

- **Goal 7: Chronic absenteeism will decrease by 2% annually from 2016-2017. (Local performance outcome)**
- **Goal 8: SPA will implement tiered instruction with fidelity to 75% as evidenced by The Leona Group Quality School Initiative Plan (QSIP) most recent audit. (Process goal)**
- **Goal 9: SPA will implement each feature of PBIS to 70% fidelity as evidenced by the SWPBIS Tiered Fidelity Inventory. (Process goal)**

C) Goal 10: Community & Parental Involvement

- **Goal 10: The academy will sustain the number of opportunities for parents to engage in school activities and community events at 8 events or more annually. (Process goal)**

Amend section 4 EIGHTEEN MONTH BENCHMARKS TO BE MET BY Saginaw Preparatory 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: Academic Proficiency and Growth will increase as:~~

- ~~• 50% of full academic year students in grades k-8 will meet their growth target on NWEA Reading MAP~~
- ~~• 50% of full academic year students in grades k-8 will meet their growth target on NWEA Mathematics MAP~~
- ~~• The percent proficient on District made, grade level, standards based common assessments will increase by 4 percentage points for English Language Arts benchmark assessments~~
- ~~• The percent proficient on District made, grade level, standards based common assessments will increase by 4 percentage points for mathematics benchmark assessments~~
- ~~• The average percent of students scoring proficient in English Language Arts and mathematics combined on M-Step will increase by 6 percentage points on the Spring 2020 state assessment (See the following in the attachment section of the agreement: Chart 2: Two year M-STEP Achievement Goal/Target Chart (Average, English Language Arts & Mathematics))~~

A) Benchmarks 1-6: Academic Proficiency & Growth

- **Benchmark 1: Fifty percent of all students building-wide will meet their growth target RIT score as evidenced by NWEA MAP Growth assessment for reading. (local performance outcome)**
- **Benchmark 2: Fifty percent of all students building-wide will meet their growth target RIT score as evidenced by NWEA MAP Growth assessment for mathematics. (local performance outcome)**
- **Benchmark 3: The building-wide average percent of students scoring proficient in English Language Arts will increase by 4 percentage points from 2016-2017 as evidenced by FocalPointK12 Inspect Item Bank assessments. (local performance outcome)**
- **Benchmark 4: The building-wide average percent of students scoring proficient in mathematics will increase by 4 percentage points from 2016-2017 as evidenced by FocalPointK12 Inspect Item Bank assessments. (local performance outcome)**
- **Benchmark 5: Building-wide average percent of students scoring proficient in reading will increase by 3 percentage points as evidenced by M-Step based on 2019-2020 data. (State performance outcome)**
- **Benchmark 6: Building-wide average percent of students scoring proficient in mathematics will increase by 3 percentage points as evidenced by M-Step based on 2019-2020 data. (State performance outcome)**

B) Goal 7-9: Student wellbeing and positive behavior will increase as shown below: (MTSS for attendance and behavior logs)

- **Benchmark 7: SPA will implement tiered instruction with fidelity to 70% as evidenced by The Leona Group Quality School Initiative Plan (QSIP) most recent audit. (Process goal)**
- **Benchmark 8: SPA will partially implement each feature of PBIS as evidenced by the SWPBIS Tiered Fidelity Inventory. (Process goal)**

- **Benchmark 9: The academy will sustain the number of opportunities for parents to engage in school activities and community events to 6 events or more annually. (Process goal)**

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:

Saginaw Preparatory Academy
Board of Education President
James Perkins

Signature: _____

Date: 8-30-19

Saginaw Preparatory Academy
Superintendent
Kate Scheid Weber

Signature: _____

Date: 8/29/19

Michigan Department of Education,
Interim Superintendent of Public Instruction
Michael Rice

Signature: _____

Date: _____

Saginaw Preparatory Academy
School Leader
James Kenney

Signature: _____

Date: 8/29/19

Saginaw Valley State University
Charter Schools Office
Director/Designee

Name: DAVID LEWIS

Signature: _____

Date: 8/30/19

Office of Partnership Districts
Director
Dr. William Pearson

Signature: _____

Date: 9-12-19

Saginaw Intermediate School District
Superintendent
Dr. Kathy Stewart

Signature: _____

Date: 8.30.19