

## Office of Partnership Districts

### Partnership Agreement Enactment & Amendment History

|                       |                       |
|-----------------------|-----------------------|
| Partnership District  | Ecorse Public Schools |
| Partnership Agreement | March 2018            |
| Amendment 1           | August 22, 2019       |
| Amendment 2           |                       |
| Amendment 3           |                       |

**PARTNERSHIP AGREEMENT  
for  
ECORSE PUBLIC SCHOOLS**

This Partnership Agreement (**Agreement**) is entered into by and among the Ecorse Public Schools, a general powers school district established pursuant to the Michigan Revised School Code (**School District**), Wayne County Regional Educational Service Agency, a Michigan intermediate school district (**Wayne RESA**), and the Michigan Department of Education (**MDE**) as of June 30, 2018.

**PREMISES**

WHEREAS, the parties to this Agreement all desire to improve the educational experience and success of each student enrolled in Ecorse High School (the **Partnership School**); and

WHEREAS, MDE has offered to enter into this Agreement with the School District and Wayne RESA to further facilitate the achievement of that purpose, create greater stability and local control in the School District, and to avoid the threat of action by the State School Reform Office (**SRO**) under Section 1280c of the Revised School Code (**School Code**); and

WHEREAS, the School District intends to engage with multiple other partners as appropriate to the needs and conditions at the Partnership School in its efforts to achieve the purposes and goals of this Agreement; and

WHEREAS, MDE is committed to collaborate with the School District in various ways, including, but not limited to (i) providing waivers of certain reporting requirements, (ii) providing flexibility in the use of resources, (iii) identifying and providing additional resources in support of the goals of this agreement, and (iv) engaging other State departments and social service agencies to provide support to Partnership School students and their families and identify, address and reduce the external barriers to consistent attendance in school; and

WHEREAS, based on the foregoing, the School District, Wayne County RESA and MDE desire to enter into this Agreement.

THEREFORE, the parties agree as follows:

**1. Goals; School District Responsibilities**

In adopting the following goals, the parties intend to establish and implement a process, the phases of which will identify and support a deeper understanding of the challenges, strengths and opportunities for the Partnership School, engage the staff and other appropriate stakeholders, develop recommendations, identify supports and engage additional partners for the implementation of those recommendations, in a collaborative effort to improve the educational experience and success of each student enrolled in the Partnership School.

(a) ***Conduct a Deep Review and Discussion at the Partnership School with School Stakeholders***

***Completion Date: September 1, 2018***

The School District will engage in a deep review and discussion of the current practices, strategies and conditions at the Partnership School, including staff and partners to gain a fuller understanding of the root causes of student performance at the Partnership School as well as the opportunities for improvement and addressing the root causes of existing performance and barriers to improvement. This phase will include an analysis of the degree to which district-wide curriculum, assessments and best practices, including the use of teacher planning teams to evaluate student data and instructional practices are in place.

(b) ***Develop and Refine Recommendations and Strategies for the Partnership School***

***Completion Date: Ongoing***

Based the review, findings and discussions in (a) the School District, in concert with the building staff and other partners, will develop goals and strategies for the Partnership School. Recommendations and strategies for the Partnership School may include, but are not limited to those described on **Exhibit A**, and shall include at least one growth goal and at least one proficiency goal for the Partnership School. Recommendations may include the continuation or adjustment of strategies and practices already in use at the School. Recommended strategies will be customized and prioritized for implementation based on the anticipated greatest impact for the students in that school. Strategies may be implemented concurrently. In this phase the parties shall also identify any additional resources, waivers or flexibility which will be needed to implement each strategy and the provider of such resources, whether monetary or in kind.

(c) ***Implement Recommendations and Strategies [Ongoing]***

The implementation of recommendations and strategies identified and agreed to in earlier phases shall be ongoing, subject to adjustment and review as provided in subparagraph (b) above.

2. **Wayne RESA Responsibilities**

Wayne RESA will actively support the School District efforts to achieve the goals of the phase identified in paragraph 1 by working with School District staff and partners to:

- (a) Support the collection, review and analysis of data for the School District and the Partnership School;
- (b) Identifying curriculum options for adoption for the Partnership School;
- (c) Providing training and ideas to support strategies;

- (d) Facilitating building level discussions to align building level recommendations and strategies with district-wide expectations as mutually agreed upon by the School District and Wayne RESA;
- (e) Identifying potential partners and resources;
- (f) Other supports which may be requested by the School District and are agreed to by both the School District and Wayne RESA.

**3. MDE Responsibilities**

MDE will support the School District by:

- (a) Identifying and providing or facilitating the provision of state, federal and other resources, including financial resources, which may help the School District implement strategies for the Partnership School, including supports for families of Partnership School students;
- (b) Working with the School District and Wayne RESA to identify reporting requirements which may be eliminated or waived or flexibility in the use of resources to allow the Partnership School to focus on implementing goals and strategies developed pursuant to this Agreement;
- (c) Periodically reviewing the School District's progress in implementing the goals of this Agreement at agreed-upon intervals and collaborating in adjustments to the School District's strategies as experience and circumstances depart from expectations.
- (d) Agreeing that any and all apparent authority, powers, duties, rights, obligations, functions, responsibilities of the MDE, including any MDE officers, employees, and agents, the Superintendent of Public Instruction, the SRO, the State School Reform/Redesign District (**Reform District**), and any chief executive officer (**CEO**) appointed pursuant to Section 1280c of the School Code with respect to School District, the Partnership School, and/or any additional partnership school added pursuant to Paragraph 6, are restrained immediately upon execution of this Agreement and for so long as this Agreement remains in effect.
- (e) An MDE Assigned Partnership Agreement Liaison will serve as primary point-of-contact for MDE.

**4. Term and Termination of Agreement**

- (a) This Agreement shall become effective as to the Partnership School upon the date of the last signature affixed below for a term of three years. If any additional School District school becomes an additional partnership school pursuant to Paragraph 1, this Agreement shall be effective as to any such additional partnership school upon execution of mutual written agreement by School District and Wayne RESA pursuant to Paragraph 1 for a term of three years for any such additional partnership school. This Agreement shall automatically renew for additional three year periods as to each partnership school unless terminated in accordance with paragraph 4(b).

(b) School District may terminate this Agreement as to Partnership School, and as to any additional partnership school added pursuant to Paragraph 6, upon delivery of written notice to Wayne RESA and MDE at least 30 days in advance of the prospective termination date. MDE may terminate this Agreement as to Partnership School, and as to any additional partnership school added pursuant to Paragraph 6, with the mutual, written consent of School District and Wayne RESA or effective at the end of an applicable term upon 60 days, advanced written notice to School District and Wayne RESA. The parties agree that if MDE terminates this Agreement as to Partnership School, or as to any additional partnership school added pursuant to Paragraph 6, the Agreement's terms and conditions shall be enforceable by School District and Wayne RESA as to that partnership school if either of those parties has not terminated.

## 5. **Progressive Intervention; Cure**

Failure by the Partnership School to achieve one or more school-specific goals or to meet the deadlines contained in this Agreement shall not constitute a default under or result in termination of this Agreement. Instead, if the Partnership School misses a deadline or a goal by a significant margin, the School District, the Partnership School and its partners, with the support of Wayne RESA and MDE, shall evaluate the degree and underlying causes of the shortfall, and working with the Implementation and Accountability Team, shall implement one or more of the following curative actions for that Partnership School as they deem appropriate:

- (a) Reduce the level of autonomy granted to the Partnership School;
- (b) Revise or otherwise change the strategies for achieving the goals for the Partnership School, which may include identifying new or additional partners for the school
- (c) Increase the involvement of Wayne RESA in the operation of the Partnership School;
- (d) Adopt a new or amend the Reform/Redesign model for that Partnership School; or
- (e) Consolidate or otherwise reconfigure the Partnership School.

The Implementation Team shall recommend new deadlines for implementation and evaluation of the success of any curative actions which are adopted for the Partnership School. If the curative actions are not successful, then the process shall be repeated with an increasing level of intervention.

Nothing in this Agreement shall prevent School District from exercising any legal rights if School District does not agree with the curative action provided for in this Paragraph 5.

## 6. **Strengths and Weaknesses of Ecorse High School**

1. Strengths: Strong collaborative spirit amongst the Board of Education, central office administration and staff members regarding the high schools. There is also a strong sense of pride throughout the community as it relates to the success of the high school. The high school attracts students from the metropolitan Detroit area who are looking for a smaller learning environment as well.

2. Weaknesses: The majority of the students within the high school are not at grade level

academically, thus teaching grade level content across disciplines becomes a struggle. There is a serious challenge to provide students with Tier II and III interventions, while grade level content instruction throughout the school day. Furthermore, due to the majority of the high school students (80%) qualifying for free/reduced lunch, there is also a need to address the affective needs of students who come from a poverty stricken environment.

7. **Role/Actions of the Ecorse Public Schools Superintendent in Order to Meet The Benchmarks and Goals**

1. Support Ecorse High School's plan of implementation as a priority for the school district.
2. Support school leaders in decision making and problem solving.
3. Give the school leader operational flexibility
4. Seek out opportunities to provide additional resources to the high school to address the need for Tier II and Tier III instructional supports.
5. Provide instructional and affective supports for staff and students within the high school.

8. **Budget**

During the 2017-18 school year, the Ecorse Public Schools lost 127 students from the previous year. This resulted in a loss of roughly \$1.83 million dollars of revenue for the district. The high school staff has been reduced to reflect the anticipated student count for the 2018-19 academic year. The school district has an anticipated fund balance for the 2018-19 of \$1.828 million dollars. There is a fear that if pupil enrollment decreases again, the district will have to make financial cuts in order not to go into deficit spending. These cuts would impact all of the schools throughout the district. Thus if additional supports are needed at the high school, there may be financial challenges by the district to meet these needs. (See Exhibit B)

9. **Additional Schools**

The parties agree that other School District schools may be added to this Agreement and shall become Partnership Schools subject to this Agreement upon the written request of the School District. At the time any additional partnership schools become subject to this Agreement pursuant to this Paragraph 6, the parties shall adopt goals, with timeframes and deadlines, for the additional partnership school similar to the goals, timeframes and deadlines that apply to the original Partnership School.

10. **Amendments**

This Agreement shall not be modified, altered or amended except by written agreement duly executed by all parties to this Agreement in accordance with the terms hereof.

11. **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.

**12. Severability**

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 only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**13. 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.

**14. 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.

**15. Governing Law**

This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Michigan.

**16. 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.

**17. No Indemnification**

There shall be no indemnification of either party by the other as 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.

**18. 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 facsimile transmission, courier delivery service or

by 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 mails, 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 School District:

XXXXXXXXXX

(ii) if to Wayne RESA:

(iii) if to Michigan Department of Education:

**19. Invalidity of any Provision**

The invalidity of any article, section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions hereof which remain valid and be enforced to the fullest extent permitted by law.

**20. 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.

**21. Next Level Accountability Measures**

- A) If the district fails to sign this agreement within 90 days, the District shall implement one of the following Next Level of Accountability Measures:
  - 1. Close and Reconstitute
  - 2. Closure
- B) If the district fails to sign this agreement within 90 days, and 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 district fails to meet the 18- month benchmark(s), the district will impose one of the following Next Level of Accountability Measures:
  - 1. Close and Reconstitute
  - 2. Closure
- D) If the district fails to meet the 18-month benchmark(s), and 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 district fails to meet the 36-month goal(s), the district will impose one the following mutually agreed upon measures:

- 1. Close and Reconstitute
- 2. Closure

F) If the district fails to meet the 36-months goal(s), and 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.

Nothing in the Agreement shall prevent the district from exercising the applicable legal and appropriate rights if it does not agree with the next level of accountability.

**22. Entire Agreement**

This Agreement, including the exhibits hereto (which are incorporated herein by reference), embodies the entire Agreement and understanding between the parties as to the matters addressed in this Agreement and supersedes all prior agreements and understandings relating to the subject matter hereof.

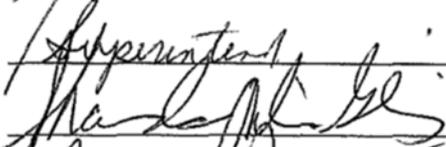
**23. Execution**

Each party warrants and represents that its signatory below was vested with the authority to sign this Agreement and bind a party hereto and each agrees that by causing the execution hereof, each party has relied upon the authority of each other party.

ECORSE SCHOOL DISTRICT

By: 

Its: Superintendent

By: 

Its: Board President

WAYNE COUNTY REGIONAL EDUCATIONAL  
SERVICE AGENCY

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

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

MICHIGAN DEPARTMENT OF EDUCATION

By: Sheik A. Allen

Its: Interim State Superintendent

7-2-18

Accepted and Agreed to:  
STATE SCHOOL REFORM OFFICE

By: D. Dedrick Martin  
Name: Dedrick Martin  
State School Reform Officer

7-2-18

## EXHIBIT A

### **Ecorse Partnership Agreement Strategies and Goals**

#### **Strategy #1: Installation of the MI Excel Blueprint Instructional Infrastructure System**

The district will install the Instructional Infrastructure system of the Blueprint to ensure that high quality curriculum, assessment, and instructional practices are occurring at Ecorse High School.

- a. The district will provide a curriculum framework that specifies the academic targets for the sequence, pace, and units of instruction.
- b. The district will develop common assessments that align to the curricular visions and frameworks that can inform instructional improvement.
- c. The district will provide differentiated professional learning for teachers that is aligned to the vision for high quality instruction and supports teachers' understanding of curricular frameworks, curricular materials, and assessments.
- d. Provide instructional supports for students to improve progress toward meeting academic targets.

#### **Benchmark:**

**18<sup>th</sup> Month (March 2020):** Ecorse Public Schools will engage in the continuous installation of components connected to the Blueprint's Instructional Infrastructure System.

- a. Visions of High-Quality Instruction
  - Adopt Visions of High-Quality Instruction
- b. Curriculum and Assessment
  - Complete a curriculum audit, beginning with Ecorse High School. In collaboration with Wayne RESA, the district will conduct a survey of enacted curriculum.
  - Begin process of curriculum development and creation of aligned common assessments
- c. Instructional Improvement
  - Begin providing professional learning informed by results of curriculum audit
- d. Math SAT 4% Proficiency  
ERW SAT 6% Proficiency
- e. On average, students will attain 1.5 years' worth of growth in reading and math on the NWEA assessment.

#### **36<sup>th</sup> Month (September 2021)**

- a. Math SAT 8% Proficiency
- b. ERW SAT 12% Proficiency
- c. On average, students will attain 1 years' worth of growth in reading and math on the NWEA assessment.

**Strategy #2: Installation of the MI Excel Blueprint Talent Management System**

The district will install the Talent Management system of the Blueprint to ensure that the district finds, identifies, develops, and keeps the talent required to impact student, teacher, and leader performance.

1. Strategic Placement
  - a. Identify Blueprint Turnaround Teacher and Leader Competencies
  - b. Create Turnaround Teacher and Leader Profiles
  - c. Inventory Current Instructional Staff
2. Evaluation
  - a. The district will use a developed or adopted evaluation system to measure and report teacher and leader performance around identified competencies.
3. Tactical Systemic Capacity Building
  - a. The district provides job-embedded professional learning opportunities to all teachers, principals, and central office administrators that are aligned to individual adult capacity and student need.

**Benchmark:**

**18<sup>th</sup> Month (March 2020):** Ecorse Public Schools will engage in the continuous installation of components connected to the Blueprint's Talent Management System.

- a. Identify Blueprint Turnaround Teacher and Leader Competencies
- b. Create Turnaround Teacher and Leader Profiles
- c. Inventory Current Instructional Staff
- d. Begin providing professional learning to support development of identified competencies.
- e. The district will use assigned 4<sup>th</sup> Wednesday, Early Release time to provide cohesive professional growth opportunities for teachers.

**36 Month (September 2021):**

- a. 80% of the staff will meet the Blueprint competencies of the teacher and leader profiles.
- b. The district, in conjunction with Mi Excel support staff, will create a Professional Learning Plan for all teachers within the district to promote their overall growth.

**Strategy #3: Create A Safe and Nurturing Environment and Promote Collective Responsibility**

The district will establish and strengthen the Foundational Components of the Blueprint and install portions of the Intense Student Support Network.

- a. The district will initiate and promote policies, structures and practices that develop trust between the student, the school, and the family.
- b. The district will actively create a culture of shared ownership for the well-being and achievement of its students.
- c. The district will create a process of collecting student data to inform non-academic support.
- d. The district will create a learning center, with support of Wayne RESA, to provide Tier II and Tier III instruction for identified students.

- e. The district will continue its partnership with Black Family Development, Inc. to promote parent engagement throughout the school district.
- f. The district will continue its partnership with Wayne State University's C2 Pipeline to provide after school tutorial services and enrichment activities for students throughout the high school.

**Benchmark**

**18<sup>th</sup> Month (March 2020):** Ecorse Public Schools will engage in the continuous installation of components connected to the Blueprint's Foundation, in conjunction with installing portions of the Intense Student Support Network.

- a. Create vision of high-quality non-academic student support
- b. Assess current levels of foundational components
- c. Create a process for collecting data student data to inform non-academic support

**36<sup>th</sup> Month (September 2021):**

- a. Home visits will be conducted for all students who have missed at least 5% (9 instructional days) of the district's instructional calendar
- b. The high's school attendance rate will improve by 5% from the baseline rate

**Exhibit B**

| <b>ECORSE PUBLIC SCHOOLS</b>   |                        |
|--------------------------------|------------------------|
| <b>FISCAL YEAR 2018 - 19</b>   |                        |
| <b>ORIGINAL BUDGET</b>         |                        |
|                                | <b>Proposed Budget</b> |
| BUDGETED BLENDED PUPIL COUNT   | <b>1020</b>            |
| ESTIMATED 2017-18 FUND BALANCE | <b>\$1,758,031</b>     |
| <b>REVENUE</b>                 |                        |
| <b>Description</b>             | <b>Proposed Budget</b> |
| CURRENT LOCAL TAX COLLECTIONS  | 1,153,200              |
| DELINQUENT LOCA TAX COLLECTION | 44,933                 |
| INTEREST- DELINQUENT TAXES     | 174                    |
| INTEREST ON INVESTMENTS        | 8,658                  |
| MEDICAID FEE FOR SERVICE       | 29,000                 |
| MEDICAID TRANSPORTATION        | 27,000                 |
| RENTAL                         | 149                    |
| MISC REVENUE                   | 3,466                  |
| ACT 18 FOLLOW THAT KID         | 150,000                |

|                                |           |
|--------------------------------|-----------|
| POSITIVE BEHAVIOR INTERVENTION | 2,500     |
| PROP A OBLIGATION              | 5,318,540 |
| DISCRETIONARY PAYMT            | 1,673,929 |
| MPSERs COST OFFSET             | 743,602   |
| HEADLEE OBLIG FOR DATA COLLECT | 26,628    |
| AT RISK CHILDREN               | 789,534   |
| VOCATION EDUCATION             | 150,000   |
| FIRST ROBOTICS                 | 1,500     |
| (GSRP) GREAT START READINESS   | 592,300   |
| SPECIAL EDU HEADLEE OBLIGATION | 416,309   |
| MEDICAID OUTREACH              | 2,462     |
| TITLE I, Part A                | 1,154,184 |
| TITLE II PART A                | 125,906   |
| TITLE IV - ACADEMIC ENGAGEMENT | 15,284    |



| <b>Support Services</b>                             | <b>Proposed Budget</b> |
|---|------------------------|
| PUPIL SUPPORT SERVICES                              | 461,151                |
| INSTRUCTIONAL SUPPORT SERVICES                      | 597,388                |
| GENERAL SUPPORT SERVICES                            | 814,221                |
| SCHOOL SUPPORT SERVICES                             | 926,417                |
| BUSINESS SUPPORT SERVICES                           | 373,684                |
| OPERATIONS AND MAINTENANCE SERVICES                 | 1,339,013              |
| TRANSPORTATION SERVICES                             | 574,954                |
| CENTRAL SERVICES                                    | 40,756                 |
| VIRTUAL EDUCATION                                   | 100,000                |
| FACILITIES ACQUISITIONS/ATHLETICS                   | 100,000                |
| <b>Total Estimated Support Service Expenditures</b> | <b>5,327,585</b>       |
| <b>Total Estimated Expenditures</b>                 | <b>10,064,254</b>      |
| <b>ESTIMATED REVENUE/(LOSS) FY2018-19</b>           | <b>70,597</b>          |
| <b>ESTIMATED ENDING FUND BALANCE (2018-19)</b>      | <b>\$1,828,628</b>     |

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WHEREAS, MDE is committed to collaborate with the School District in various ways, including, but not limited to (i) providing waivers of certain reporting requirements, (ii) providing flexibility in the use of resources, (iii) identifying and providing additional resources in support of the goals of this agreement, and (iv) engaging other State departments and social service agencies to provide support to Partnership School students and their families and identify, address and reduce the external barriers to consistent attendance in school; and

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**(a) Conduct a Deep Review and Discussion at the Partnership School with School Stakeholders Completion Date: September 1, 2018**

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**(b) Develop and Refine Recommendations and Strategies for the Partnership School Completion Date: Ongoing**

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- (e) An MDE Assigned Partnership Agreement Liaison will serve as primary point-of-contact for MDE.

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- (a) This Agreement shall become effective as to the Partnership School upon the date of the last signature affixed below for a term of three years. If any additional School District school becomes an additional partnership school pursuant to Paragraph 1, this Agreement shall be effective as to any such additional partnership school upon execution of mutual written agreement by School District and Wayne RESA pursuant to Paragraph 1 for a term of three years for any

such additional partnership school. This Agreement shall automatically renew for additional three year periods as to each partnership school unless terminated in accordance with paragraph 4(b).

(b) School District may terminate this Agreement as to Partnership School, and as to any additional partnership school added pursuant to Paragraph 6, upon delivery of written notice to Wayne RESA and MDE at least 30 days in advance of the prospective termination date. MDE may terminate this Agreement as to Partnership School, and as to any additional partnership school added pursuant to Paragraph 6, with the mutual, written consent of School District and Wayne RESA or effective at the end of an applicable term upon 60 days, advanced written notice to School District and Wayne RESA. The parties agree that if MDE terminates this Agreement as to Partnership School, or as to any additional partnership school added pursuant to Paragraph 6, the Agreement's terms and conditions shall be enforceable by School District and Wayne RESA as to that partnership school if either of those parties has not terminated.

#### **5. ——— Progressive Intervention; Cure**

~~Failure by the Partnership School to achieve one or more school-specific goals or to meet the deadlines contained in this Agreement shall not constitute a default under or result in termination of this Agreement. Instead, if the Partnership School misses a deadline or a goal by a significant margin, the School District, the Partnership School and its partners, with the support of Wayne RESA and MDE, shall evaluate the degree and underlying causes of the shortfall, and working with the Implementation and Accountability Team, shall implement one or more of the following curative actions for that Partnership School as they deem appropriate:~~

- ~~(a) Reduce the level of autonomy granted to the Partnership School;~~
- ~~(b) Revise or otherwise change the strategies for achieving the goals for the Partnership School, which may include identifying new or additional partners for the school~~
- ~~(c) Increase the involvement of Wayne RESA in the operation of the Partnership School; (d) Adopt a new or amend the Reform/Redesign model for that Partnership School; or (e) Consolidate or otherwise reconfigure the Partnership School.~~

~~The Implementation Team shall recommend new deadlines for implementation and evaluation of the success of any curative actions which are adopted for the Partnership School. If the curative actions are not successful, then the process shall be repeated with an increasing level of intervention.~~

~~Nothing in this Agreement shall prevent School District from exercising any legal rights if School District does not agree with the curative action provided for in this Paragraph 5.~~

#### **5. Strengths and Weaknesses of Ecorse High School**

1. Strengths: Strong collaborative spirit amongst the Board of Education, central office administration and staff members regarding the high school. There is also a strong sense of pride throughout the community as it relates to the success of the high school. The high school

attracts students from the metropolitan Detroit area who are looking for a smaller learning environment as well.

2. Weaknesses: The majority of the students within the high school are not at grade level academically, thus teaching grade level content across disciplines becomes a struggle.

There is a serious challenge to provide students with Tier II and III interventions, while grade level content instruction throughout the school day. Furthermore, due to the majority of the high school students (80%) qualifying for free/reduced lunch, there is also a need to address the affective needs of students who come from a poverty-stricken environment.

**6. Role/Actions of the Ecorse Public Schools Superintendent in Order to Meet The Benchmarks and Goals**

1. Support Ecorse High School's plan of implementation as a priority for the school district.
2. Support school leaders in decision making and problem solving.
3. Give the school leader operational flexibility.
4. Seek out opportunities to provide additional resources to the high school to address the need for Tier II and Tier III instructional supports.
5. Provide instructional and affective supports for staff and students within the high school.

**7. Budget**

During the 2017-18 school year, the Ecorse Public Schools lost 127 students from the previous year. This resulted in a loss of roughly \$1.83 million dollars of revenue for the district. The high school staff has been reduced to reflect the anticipated student count for the 2018-19 academic year. The school district has an anticipated fund balance for the 2018-19 of \$1.828 million dollars. There is a fear that if pupil enrollment decreases again, the district will have to make financial cuts in order not to go into deficit spending. These cuts would impact all of the schools throughout the district. Thus if additional supports are needed at the high school, there may be financial challenges by the district to meet these needs. **(See Exhibit B)**

**8. Additional Schools**

The parties agree that other School District schools may be added to this Agreement and shall become Partnership Schools subject to this Agreement upon the written request of the School District. At the time any additional partnership schools become subject to this Agreement pursuant to this Paragraph 6, the parties shall adopt goals, with timeframes and deadlines, for the additional partnership school similar to the goals, timeframes and deadlines that apply to the original Partnership School.

**9. Amendments**

This Agreement shall not be modified, altered or amended except by written agreement duly executed by all parties to this Agreement in accordance with the terms hereof.

**10. 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.

**11. Severability**

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 only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**12. 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.

**13. 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.

**14. Governing Law**

This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Michigan.

**15. 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.

**16. No Indemnification**

There shall be no indemnification of either party by the other as 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.

**17. 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 facsimile transmission, courier delivery service or by 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 mails, 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 School District:

XXXXXXXXXX

- (ii) if to Wayne RESA:

- (iii) if to Michigan Department of Education:

**18. Invalidity of any Provision**

The invalidity of any article, section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions hereof which remain valid and be enforced to the fullest extent permitted by law.

**19. 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.

**20. Next Level Accountability Measures**

~~A) If the district fails to sign this agreement within 90 days, the District shall implement one of the following Next Level of Accountability Measures:~~

- ~~1. Close and Reconstitute~~

~~B) If the district fails to sign this agreement within 90 days, and 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 district fails to meet the 18-month benchmark(s), the district will impose one of the following Next Level of Accountability Measures:~~

- ~~1. Reconstitute~~

~~D) If the district fails to meet the 18-month benchmark(s), and 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 may implement one of the Next Level of Accountability Measures defined in subsection C.~~

A) If the district fails to meet the 36-month goal(s), the district will impose one the following mutually agreed upon measures:

1. Reconstitute
2. Revise or otherwise change the strategies for achieving the goals for the Partnership School, which may include identifying new or additional partners for the school.

B) If the district fails to meet the 36-months goal(s), and fails to implement one of the Next Level of Accountability Measures defined under subsection A, within 45 days of being notified by the OPD, the Office of Partnership Districts may implement one of the Next Level of Accountability Measures defined in subsection E.

Nothing in the Agreement shall prevent the district from exercising the applicable legal and appropriate rights if it does not agree with the next level of accountability.

**21. Entire Agreement**

This Agreement, including the exhibits hereto (which are incorporated herein by reference), embodies the entire Agreement and understanding between the parties as to the matters addressed in this Agreement and supersedes all prior agreements and understandings relating to the subject matter hereof.

**22. Execution**

Each party warrants and represents that its signatory below was vested with the authority to sign this Agreement and bind a party hereto and each agrees that by causing the execution hereof, each party has relied upon the authority of each other party.

ECORSE SCHOOL DISTRICT

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

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

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

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

WAYNE COUNTY REGIONAL EDUCATIONAL  
SERVICE AGENCY

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

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

MICHIGAN DEPARTMENT OF EDUCATION

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

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

Accepted and Agreed to:  
STATE SCHOOL REFORM OFFICE

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

Name: \_\_\_\_\_  
State School Reform Officer

**EXHIBIT A**

**Ecorse Partnership Agreement Strategies and Goals**

The district will engage in continuous installation of the MI Excel Blueprint.

**18 Month Benchmark (March 2020):**

Process Benchmarks:

1. Adopt Visions of High-Quality Instruction
2. Complete a curriculum audit of Ecorse High School
3. **Begin process of curriculum development and creation in the areas of reading and mathematics.**

State Developed Outcome Benchmarks

4. 2% of students will reach the College and Career Readiness Benchmark (480) on the Math PSAT10 assessment.
5. 3% of the students will reach the College and Career Readiness Benchmark (430) on the ERW PSAT 10 assessment.

Locally Selected Outcome Benchmarks

6. ~~Students who have been enrolled for two NWEA testing cycles will improve their reading or math scores in conjunction with the NWEA Conditional Growth Index (CGI).~~
  - **The high school will reduce the number of chronically absent students at the following rate:**
    - A. 5%

**36<sup>th</sup> Month (September 2021)**

Process Benchmarks:

- 1 Develop common assessments in the areas of reading and/or mathematics
2. The district will provide non-academic support to students as informed by the established data collection process
3. Home visits will be conducted for all students who have missed at least 5% (9 instructional days) of the district's instructional calendar
4. Implement Visions of High Quality Instruction.

State Developed Outcome Goals

5. 3% of students will reach the College and Career Readiness Benchmark (530) on the MATH SAT assessment
6. 6% of students will reach College and Career Readiness Benchmark (480) on the ERW SAT assessment

Locally Selected Outcome Benchmarks

7. The high school will reduce the number of chronically absent students at the following rate:
  - A. 36 Month-7%

**Exhibit B**

|                              |
|------------------------------|
| <b>ECORSE PUBLIC SCHOOLS</b> |
| <b>FISCAL YEAR 2018-19</b>   |
| <b>ORIGINAL BUDGET</b>       |

|                                |                            |
|--------------------------------|----------------------------|
|                                | <b>Proposed<br/>Budget</b> |
| BUDGETED BLENDED PUPIL COUNT   | <b>1020</b>                |
| ESTIMATED 2017-18 FUND BALANCE | <b>\$1,758,031</b>         |
| <b>REVENUE</b>                 |                            |
| <b>Description</b>             | <b>Proposed<br/>Budget</b> |
| CURRENT LOCAL TAX COLLECTIONS  | 1,153,200                  |
| DELINQUENT LOCA TAX COLLECTION | 44,933                     |
| INTEREST- DELINQUENT TAXES     | 174                        |
| INTEREST ON INVESTMENTS        | 8,658                      |
| MEDICAID FEE FOR SERVICE       | 29,000                     |
| MEDICAID TRANSPORTATION        | 27,000                     |
| RENTAL                         | 149                        |
| MISC REVENUE                   | 3,466                      |
| ACT 18 FOLLOW THAT KID         | 150,000                    |
| POSITIVE BEHAVIOR INTERVENTION | 2,500                      |
| PROP A OBLIGATION              | 5,318,540                  |

|                                |           |
|--------------------------------|-----------|
| DISCRETIONARY PAYMT            | 1,673,929 |
| MPSERs COST OFFSET             | 743,602   |
| HEADLEE OBLIG FOR DATA COLLECT | 26,628    |
| AT RISK CHILDREN               | 789,534   |
| VOCATION EDUCATION             | 150,000   |
| FIRST ROBOTICS                 | 1,500     |
| (GSRP) GREAT START READINESS   | 592,300   |
| SPECIAL EDU HEADLEE OBLIGATION | 416,309   |
| MEDICAID OUTREACH              | 2,462     |
| TITLE I, Part A                | 1,154,184 |
| TITLE II PART A                | 125,906   |
| TITLE IV – ACADEMIC ENGAGEMENT | 15,284    |

|                                |                     |
|--------------------------------|---------------------|
| FLOW-THRU IDEA                 | 281,729             |
| WAYNE COUNTY ENCHANCMNT MILLAG | 408,000             |
| SCR Metro                      | 117,000             |
| INCOMING TRANS LUNCH           | 10,302              |
| <b>Minus Grants</b>            | <b>(3,111,436)</b>  |
| <b>TOTAL BUDGETED Revenue</b>  | <b>\$10,134,851</b> |
|                                |                     |



|   |                    |
|---|--------------------|
| PUPIL SUPPORT SERVICES                              | 461,151            |
| INSTRUCTIONAL SUPPORT SERVICES                      | 597,388            |
| GENERAL SUPPORT SERVICES                            | 814,221            |
| SCHOOL SUPPORT SERVICES                             | 926,417            |
| BUSINESS SUPPORT SERVICES                           | 373,684            |
| OPERATIONS AND MAINTENANCE SERVICES                 | 1,339,013          |
| TRANSPORTATION SERVICES                             | 574,954            |
| CENTRAL SERVICES                                    | 40,756             |
| VIRTUAL EDUCATION                                   | 100,000            |
| FACILITIES ACQUISITIONS/ATHLETICS                   | 100,000            |
| <b>Total Estimated Support Service Expenditures</b> | <b>5,327,585</b>   |
| <b>Total Estimated Expenditures</b>                 | <b>10,064,254</b>  |
| <b>ESTIMATED REVENUE/(LOSS) FY2018-19</b>           | <b>70,597</b>      |
| <b>ESTIMATED ENDING FUND BALANCE (2018-19)</b>      | <b>\$1,828,628</b> |

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|  |   |  |
|--|---|--|
| Process Benchmark                          | 1. Adopt Visions of High-Quality Instruction  | District adopted Visions of High Quality Instruction, Blueprint fidelity appraisals, other Blueprint fidelity documents. |
| Process Benchmark                          | 2. Complete a curriculum audit of Ecorse High School  | WRESA curriculum audit documents, meeting agendas, etc.  |
| Process Benchmark                          | <b>3. Continue the process of curriculum development and creation in the areas of reading and mathematics.</b>    | Agendas, Professional Development documents, artifacts of curriculum development, etc. .                                 |
| <u>State Developed Outcome Benchmarks</u>  | 4. 2% of students will reach the College and Career Readiness Benchmark (480) on the Math PSAT10 assessment.      | Reports from district administered PSAT assessment.  |
|  | 5. 3% of the students will reach the College and Career Readiness Benchmark (430) on the EBRW PSAT 10 assessment. | Reports from district administered PSAT assessment   |
| <u>Locally Selected Outcome Benchmarks</u> | 6. <b>The high school will reduce the number of chronically absent students at the following rate:<br/>5%</b>     | Attendance reports and data provided by Concentric Services  |

36<sup>th</sup> Month (September 2021)

| <u>Process Benchmarks</u> | Goals   | Artifacts to Support Goal Attainment  |
|---------------------------|---|---|
| Process Benchmark         | 1. Develop common assessments in the areas of mathematics | Meeting agenda, Professional Development documents, copies of teacher created formative |

|  |  |  |
|--|--|--|
|  | and English/language arts.<br><br>2. The district will provide non-academic support to students as informed by the established data collection process | assessments by subject level   |
| Process Benchmark                          | 3. Implement Visions of High Quality Instruction   | District adopted Visions of High Quality Instruction, Blueprint fidelity appraisals, other Blueprint fidelity documents. |
| Process Benchmark                          | 4. Home visits will be conducted for all students who have missed at least 5% (9 instructional days) of the district's instructional calendar          | Home visit reports and documentation provided by Concentric Services   |
| <u>State Developed Outcome Goals</u>       | 5. 3% of students will reach the College and Career Readiness Benchmark (530) on the MATH SAT assessment   | SAT student reports  |
|  | 6. 6% of students will reach College and Career Readiness Benchmark (480) on the EBRW SAT assessment   | SAT student reports.   |
| <u>Locally Selected Outcome Benchmarks</u> | 7. The high school will reduce the number of chronically absent students at the following rate:<br><br>B. 36 Month-7%                                  | Attendance report and data from Concentric Services.   |

**AMENDMENT  
to the  
Ecorse Public Schools Partnership Agreement**

In accordance with section 10 of the Ecorse Public Schools Partnership Agreement:

“This Agreement shall not be modified, altered or amended except by written agreement duly executed by all parties to this Agreement in accordance with the terms hereof.”

All parties agree to the following:

- Amend section <Number and Title> by striking through the language to be changed and adding new language in **bold**. The statement(s) should read as follows:

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:

**Ecorse Public Schools**  
Board of Education President  
Name: [Signature]  
Date: 7/30/19

**Ecorse Public Schools**  
Superintendent  
Name: [Signature]  
Date: 7/30/19

**Wayne RESA**  
Superintendent/Designee  
Name: [Signature]  
Title: Superintendent  
Date: 7/31/19

**Michigan Department of Education,**  
Interim Superintendent of Public Instruction  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**Office of Partnership Districts**  
Director, SRO Officer  
Name: William Pearson  
Date: 8.22.19