

Partnership District Agreement

Baldwin Community Schools Partnership Agreement

THIS PARTNERSHIP AGREEMENT is entered on June 19, 2018 between the Michigan Department of Education (MDE), the State School Reform/Redesign Officer (SRO), the West Shore Educational Service District and:

Baldwin Community School
525 Fourth Street
Baldwin, MI 49304
Mr. Rick Heitmeyer, Superintendent
Mrs. Shawn Washington, Board President

The above-named agree that upon the commencement date of this partnership, they shall be deemed to have become partners in meeting the mutually agreed upon goals and outcomes for the schools named in this document. The purposes, terms and conditions of this partnership are as follows:

- 1) PURPOSE OF THIS AGREEMENT:** To work collaboratively in setting 18-month benchmarks and 36-month outcome goals with intent to significantly increase student achievement in the schools named in this agreement; and to determine the next level of accountability should this agreement not be completed within 90 days, or should the 18-month benchmark(s) or 36-month goal(s) not be met by the district.

The Partnership Model is focused on improving student academic achievement, providing state and local supports and resources, and requiring accountability to attaining the goals and benchmarks agreed upon by the school district and partners. The Partnership Model allows the school district a broad spectrum of technical expertise and support to drive improvement and self-accountability, the chronically failing school(s) identified in this Partnership Agreement are still subject to provisions of MCL 380.1280c. State law requires the State Superintendent to hire a State School Reform/Redesign Officer (SRO) to carry out the statutory responsibilities of the law in the event the school district does not reach the 18-month or 36-month goals sets forth in this Partnership Agreement.

Michigan law requires the superintendent of public instruction to publish a list identifying the public schools in this state that the department has determined to be among the lowest achieving 5% of all public schools in this state. The Schools 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 Baldwin Community Schools. 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 Schools. The SRO is executing its statutory responsibilities defined in MCL 380.1280c by assigning the oversight of the 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

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implementation as defined therein. This partnership agreement will further facilitate the achievement of that purpose, create greater stability, and local control in the school district, and avoid the threat of action by the SRO under Section 1280c of the Revised School Code (School Code).

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 Baldwin Jr High School for its/their academic improvement.

- 2) **TERMS AND CONDITIONS:** Baldwin Community Schools retains control of the schools named in this Agreement. The Michigan Department of Education and the partners named in this Agreement will provide mutually agreed upon support to meet the benchmarks and goals defined below.
- 3) **SCHOOLS SUPPORTED BY THIS AGREEMENT:**
 - A) Baldwin Jr. High School
- 4) **EIGHTEEN MONTH BENCHMARKS TO BE MET BY BALDWIN COMMUNITY SCHOOLS:**
 - A) 18-Month Benchmark 1: Baldwin will engage in the continuous installation of components connected to the Blueprint's Instructional Infrastructure System.
 - Visions of High-Quality Instruction
 - o The district will create and publish visions of high-quality subject-specific instructional practices in the areas of English Language Arts and Mathematics.
 - o The district will collect data around the percentage of classrooms (in English Language Arts and Mathematics) in which instruction is aligned to the vision of high-quality subject-specific instruction.
 - Curriculum and Assessment
 - o The district will create and publish a curriculum framework that specifies the sequence, pace, and units of instruction in English Language Arts and Mathematics.
 - o The district will provide a balanced assessment system (summative, interim, and formative assessments) that aligns to the district curriculum in English Language Arts and Mathematics.
 - Instructional Improvement
 - o The district will document the number of hours dedicated to teacher collaboration.
 - B) 18-Month Benchmark 2: Baldwin Community Schools will engage in the continuous installation of components connected to the MI Excel *Blueprint's* Foundation, in conjunction with installing portions of the Intense Student Support Network.

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- The district will provide perception data related to current installation of *Blueprint* Foundational Components and depth of student-teacher relationships.
 - The district will create and publish a vision of high-quality non-academic student support.
- C) 18-Month Benchmark 3: Baldwin Community Schools will engage in the continuous installation of components connected to the MI Excel *Blueprint's* Talent Management System.
- The district will identify Blueprint Teacher and Leader Competencies
 - The district will create profiles of a Blueprint Teacher and Leader
 - The district will maintain an inventory of competencies held by current leaders and instructional staff
- D) 18-Month Benchmark 4: Baldwin Junior High School (grades 6-8) will increase the number of students performing at or above **grade level (achievement percentile at 50% of higher)** the 50th percentile from spring 2018 to spring 2019 by at least three percentage points as measured by the spring NWEA/MAP Math assessments.

5) THIRTY-SIX MONTH GOALS TO BE MET BY BALDWIN COMMUNITY SCHOOLS:

- A) Goal 1: The district will demonstrate full installation of the MI Excel *Blueprint* Instructional Infrastructure System in English Language Arts and Mathematics.
- B) Goal 2: The district will install the MI Excel *Blueprint* Intense Student Support Network; vision of high quality student support and social, emotional, health, and nutritional needs.
- C) Goal 3: The district will fully install the strategic placement floor of the MI Excel *Blueprint* Talent Management system
- D) Goal 4: Increase the percentage of students scoring proficient and/or advanced in Math by 5-8%, with at a least 3 percentage point gain on MSTEP from Spring 2018 to Spring 2021.

6) ANALYSIS OF RELEVANT DATA

Math M-STEP Data Percent Proficient				Reading M-STEP Data Percent Proficient			
Grade	2014-15	2015-16	2016-17	Grade	2014-15	2015-16	2016-17
3	24%	47.1%	36%	3	38.3%	35.3%	28%
4	11%	26.1%	38.9%	4	26.7%	38.3%	38.9%
5	<10%	20%	17.6%	5	<10%	13.3%	35.3%

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Math M-STEP Data Percent Proficient				Reading M-STEP Data Percent Proficient			
Grade	2014-15	2015-16	2016-17	Grade	2014-15	2015-16	2016-17
6	<10%	24%	17.4%	6	<10%	21.2%	13%
7	15.2%	3%	3%	7	21.2%	7.8%	11%
8	13.8%	11%	0%	8	20.7%	24.3%	13%

7) STRENGTHS AND WEAKNESSES OF BALDWIN COMMUNITY SCHOOLS:

Relative Strengths

- A) In the 2017/2018 school year Baldwin Community Schools approved district-wide Instruction and Assessment Specialist.
- B) Baldwin Community Schools has a district-wide benchmark assessment system in mathematics and Literacy.
- C) Baldwin Community Schools has a district-wide Behavior Intervention Specialist.
- D) Baldwin Community Schools has partnership with Family Healthcare.

Relative Weaknesses

- A) Student achievement data in mathematics and literacy indicate that student proficiency levels (students performing at proficient and above proficient as measured by M-STEP) are significantly below the State average.
- B) Inconsistent implementation of instructional practices.
- C) Student-to-student and student-to-adult relations were identified as a challenge. Specifically around behaviors that prevent teachers from teaching and students from learning.
- D) Staff turnover contributes to a lack of fidelity of implementation, and effectiveness, of initiatives (both behavioral and academic) within the district.

8) STRATEGIES TO MEET GOALS AND BENCHMARKS:

- A) 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 Baldwin Junior High School.
 - The district will create, describe, and communicate visions for high quality subject specific instruction.
 - The district will monitor the classroom implementation of visions of high quality subject specific instruction.
 - The district will provide curriculum frameworks that specify the academic targets (the sequence, pace, and units of instruction for all subjects and grades).

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- The district will develop assessments that align to the curricular visions and frameworks that can inform instructional improvement.
 - The district will ensure that teachers have protected time to collaborate around the use of the district instructional vision, curricular frameworks, curricular materials, and assessments.
- B) Strategy 2: Installation of the MI Excel Blueprint Intense Student Support Network-The district will assess the Foundational Components of the Blueprint and install portions of the Intense Student Support Network.
- The district will assess the perception of a safe, orderly and respectful environment and a culture of collective responsibility.
 - The district will assess the depth of student-teacher relationships.
 - The district will create, describe, and communicate a vision for high-quality non-academic student support.
 - The district will align initiatives, current resources, and partnerships to the vision.
- C) Strategy 3: Installation of the MI Excel Blueprint Talent Management System -The district will partially 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.
- The district will identify the competencies needed by teachers and leaders
 - The district will create and publish competency profiles for teachers and leaders
 - The district will assess competencies of current teachers and leaders and maintain an inventory of these competencies.
 - The district will examine hiring practices to ensure alignment to competencies

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

- A) Building district leadership capacity in the MI Excel *Blueprint Systematic Reconfiguration*
- B) Developing and implementing a vision of high quality instruction
- C) Further developing and implementing high quality student supports of nonacademic needs
- D) Creating an effective talent management system

10) BALDWIN COMMUNITY SCHOOLS BOARD OF EDUCATION ROLE AND ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A) The Board will be united in its commitment to Baldwin Community Schools by actively attending Board meetings.
- B) The Board will review Baldwin Community Schools' progress towards meeting its partnership goals.
- C) The Board will consider resources needed to ensure the successful completion of the partnership goals.

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11) BALDWIN COMMUNITY SCHOOLS SUPERINTENDENT ROLE AND ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A) Provide quarterly updates to the Board of Education regarding the status of the district as relates to the implementation of this Partnership Agreement and the achievement of the goals defined herein.
- B) At least biannually, the Superintendent shall convene a community meeting and shall provide attendees with an update regarding the status of the district as relates to the implementation of this Partnership Agreement and the achievement of the goals defined herein.
- C) The superintendent will lead and serve on the District Network Team.

12) UNION OR EMPLOYEE ACTIONS TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A) Union leadership will serve on the District Network Team

13) WEST SHORE EDUCATIONAL SERVICE DISTRICT ACTIONS TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A) Meet with the superintendent of Baldwin Community Schools to review the plan, and support and assist in the implementation of the agreement.
- B) Meet as part of the district support team to schools to provide assistance and monitor implementation of the identified initiatives.
- C) Meet with district and building teams for updates and input.
- D) Collaborate with the district in the facilitation of school support team meetings on regular basis.
- E) Assist with the development and implementation of the Regional Assistance Grant Service Plan for the district.

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

- A) An MDE Assigned Partnership Agreement Liaison will serve as primary point-of-contact for MDE to assist District/Schools in coordination of MDE and ISO/Authorizer supports.
- B) Work with local Superintendent and staff to ensure the successful implementation of the Partnership Agreement.
- C) Assist with the identification of barriers to successful implementation of the Partnership Agreement and eliminate or minimize these barriers.
- D) Facilitate discussion and meetings related to the Partnership Agreement when necessary.
- E) Participate in regular check-ins with partners to discuss progress towards Partnership Agreement goals.
- F) Provide technical assistance to support the successful implementation of Partnership Agreement goals.
- G) Provide opportunities for support and resources to the district to help implement the Partnership Agreement, subject to availability of funds.

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- 15) **BUDGET:** Describe how existing and anticipated local, state, and federal funds will be used for staffing, programs, initiatives, and activities in order to meet the 18-month benchmarks and 36-month goals. Complete Attachment A, 36-Month Budget Overview.
- 16) **ADDITIONAL PARTNERS:** Baldwin Community Schools, its local board, West Shore ESD, and the Michigan Department of Education serve as the primary decision-making bodies in this Agreement. The following entities have been identified and will serve as additional partners in pursuit of achieving the benchmarks and goals defined in this Agreement:
- A) MI Excel Statewide System of Support
 - A MI Excel *Blueprint* facilitator will serve as the primary point-of-contact for MI Excel to assist District/Schools in coordination MI Excel technical supports.
 - Provide technical assistance in the installation of MI Excel *Blueprint*.
 - Provide technical assistance in the development of a Multi-Tiered System of Supports.
 - Provide technical assistance in the yearly completion of comprehensive needs assessments.
 - B) Baldwin Family Healthcare
 - C) Baldwin Promise Authority Board
- 17) **ADDITIONAL SCHOOLS:** The parties agree that other Baldwin Community Schools, schools may be added and become Partnership Schools subject to this Agreement upon the request of the School District. At the time any additional schools become subject to this Agreement the timeframes and deadlines which apply to the original Partnership School shall apply prospectively to the added schools as if this Agreement had become effective on the date they are added.
- 18) **PERIOD OF AGREEMENT:** The Agreement shall commence with the beginning of the next school year that begins after all parties have signed the Agreement and will expire three years later. This round of Agreements will begin at the start of the 2018/2019 school year, continue through the 2019/2020 school year, and will expire at the end of the 2020/2021 school year. Baldwin Community Schools or the Michigan Department of Education may terminate this Agreement early upon delivery of written notice at least 30 days in advance of the prospective termination date. Termination of this Agreement by either 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. If either 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. If the Michigan Department of Education terminates this Agreement, it 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; and furthermore, the Michigan

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Department of Education shall be held harmless by any other Party from legal actions brought by third parties, including participating schools or their students occasioned by such termination.

19) 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:
 - Close and Reconstitute
 - Be placed under the supervision of the State School Reform/Redesign Officer pursuant to section 1280c of the Revised School Code
 - 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 the following mutually agreed upon measures:
 - Close and Reconstitute
 - Be placed under the supervision of the State School Reform/Redesign Officer pursuant to section 1280c of the Revised School Code
 - 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 the following mutually agreed upon measures:
 - Close and Reconstitute
 - Be placed under the supervision of the State School Reform/Redesign Officer pursuant to section 1280c of the Revised School Code
 - Closure
- F) If the district fails to meet the 36-month 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 this Agreement shall prevent the district from exercising the applicable legal and appropriate rights if it does not agree with the next level of accountability.

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- 20) COMMUNITY ENGAGEMENT:** The following actions will be completed by Baldwin Community Schools, the District Superintendent, the Board of Education, and Partners to ensure that the school/district community is meaningfully engaged in the implementation of this Partnership Agreement:
- A) Baldwin Community Schools will present updates on the implementation status to Baldwin Promise Authority by October 31, 2018.
 - B) Baldwin Community Schools will present updates on the implementation status to Baldwin Family Healthcare by October 31, 2018.
 - C) Baldwin Community School will present quarterly updates on the implementation status to the Board of Education and community.
- 21) CHECKLIST OF ACTIONS:** The following actions will be completed by Baldwin Community Schools, the District Superintendent, the Board of Education, and Partners as specified below:
- A) 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, persons responsible, funding sources (if relevant), and progress notes by July 31, 2018.
 - B) The district will determine quarterly 2018 -2019 meeting dates for progress monitoring by July 31, 2018.
- 22) FUTURE MEETING DATES:** Baldwin Community Schools and the Michigan Department of Education establish the following meeting dates in order to engage in collaborative discussion, gauge implementation progress, identify barriers, and discuss relevant issues regarding this Agreement:
- A) Baldwin Community Schools and OPD will establish a mutually agreed-upon 9-month informal progress review meeting date to engage in collaborative discussions, gauge progress of systemic changes/improvements, and evidence of academic progress if available.
 - B) Baldwin Community Schools and OPD will establish a mutually agreed-upon 18-month formal progress review meeting date to engage in collaborative discussions, review relevant academic progress towards stated academic goals and implementation of systemic changes/improvements.
 - C) Baldwin Community Schools and OPD will establish a mutually agreed-upon 27-month informal progress review meeting date to engage in collaborative discussions, gauge progress of systemic changes/improvements, and evidence of academic progress if available.
 - D) Baldwin Community Schools and OPD will establish a mutually agreed-upon 36-month formal progress review meeting date to engage in collaborative discussions, review relevant academic progress towards stated Partnership Agreement goals.
- 23) 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.

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- 24) **ENTIRE AGREEMENT:** This Agreement sets forth all the covenants, agreements, stipulations, promises, conditions and understandings of the parties to this Agreement concerning the activities and Services contemplated herein. No party, including but not limited to its respective members, employees, attorneys, consultants, advisors, agents, representatives or students, have made any covenant, agreement, stipulation, promise, condition or understanding, warranty or representation, either oral or written, other than set forth herein.
- 25) **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.
- 26) **WAIVER:** No party may waive any condition, promise, obligation or requirement applicable to any other party hereunder, unless such waiver is in writing signed by an authorized representative of such party and expressly stated to constitute such waiver. Such waiver shall only apply to the extent given and shall not be deemed or construed to waive any such or other condition, promise, obligation or requirement in any past or future instance. No failure by a party to insist upon strict performance of any covenant, agreement, term, or condition of this Agreement, shall constitute a waiver of any such covenant, agreement, term or condition.
- 27) **CAPTIONS:** The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope or intent of this Agreement nor in any way shall affect this Agreement or the construction of any provision hereof.
- 28) **GOVERNING LAW:** This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Michigan.
- 29) **SUCCESSORS and ASSIGNS:** The covenants, conditions and agreements in this Agreement shall be binding upon and inure to the benefit of each party, their respective legal representatives, successors and assigns.
- 30) **NO INDEMNIFICATION:** There shall be no indemnification of any party by any other 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.
- 31) **NOTICES:** Any notice to be given in connection with any of the terms or provisions of this Agreement shall be in writing and be given in person, by 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

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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:

Baldwin Community Schools
525 4th Street
Baldwin, MI 49304
Attn: Richard Heitmeyer, Superintendent
Shawn Washington, Board President

ii) If to ISD/Authorizer:

West Shore Educational Service District
2130 West US-10
Ludington, MI 49431
Linda Steigenga, West Shore ESD

iii) If to Michigan Department of Education:

Michigan Department of Education
608 W. Allegan Street
P.O. Box 30008
Lansing, MI 48909
Attn: Superintendent

- 32) INVALIDITY AND 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.
- 33) 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.

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34) **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. In consideration for the foregoing mutual agreements, this Agreement has been executed by each party by its duly authorized representative, as of the date hereinabove written.

Partnership Agreement Signatures

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

Michigan Department of Education, Superintendent

Name: Sheila A. Kelle

Title: Superintendent

Date: 11-20-18

Baldwin Community Schools, Superintendent

Name: R. Deitmer

Title: Superintendent

Date: September 24, 2018

Baldwin Community Schools Board of Education President

Name: Shawn L. Washington

Title: BCS Board President

Date: September 18, 2018

Office of Partnership Districts, Director, SRO Officer

Name: Y. S. K.

Title: SRO

Date: 11-26-18

West Shore ESD, Superintendent

Name: Jason M. Lopez

Title: Superintendent

Date: September 24, 2018

Baldwin Community Schools Union Representation

Name: Scott Pich

Title: BEA President

Date: September 20, 2018

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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.

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Thirty-Six Month Budget Overview

PARTNERSHIP AGREEMENT YEAR	SALARIES	BENEFITS	PURCHASED SERVICES	PROFESSIONAL LEARNING	SUPPLIES & MATERIALS	OTHER EXPENDITURES	TOTAL EXPENDITURES
1	\$74,000	\$27,000		Professional Learning Communities meetings (\$6,400) District Professional Development (\$1,296) Conferences (\$2,000)	Book Study (\$1,000)	MI EXCEL Membership (\$500)	\$112,196
2	\$74,000	\$27,000		Professional Learning Communities meetings (\$6,400) District Professional Development (\$1,296) Conferences (\$2,000)	Book Study (\$1,000)	MI EXCEL Membership (\$500)	\$112,196
3	0	0		Professional Learning Communities meetings (\$6,400) District Professional Development (\$1,296)	Book Study (\$1,000)	MI EXCEL Membership (\$500)	\$11,196

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				Conferences (\$2,000)			
GRAND TOTAL							\$235,588.00