



Battle Creek Public Schools Partnership Agreement

THIS PARTNERSHIP AGREEMENT is entered on January 11, 2018 between the Michigan Department of Education (MDE), the Calhoun Intermediate School District and:

Battle Creek Public Schools
3 W Van Buren
Battle Creek, MI, 49017
Mrs. Kimberly M. Carter, Superintendent
Mr. Art McClenney, 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. Although 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 MCL380.1280c. State law requires the State Superintendent to hire a State School Reform/Redesign Officer (SSRRO) 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 Priority Schools and under Michigan law, the State School Reform/Redesign Officer has the authority provided in MCL 380.1280c to address chronically failing schools to achieve superior academic performance for students at those Priority Schools. The SSRRO is executing its statutory responsibilities by collaborating with the MDE to enter school intervention partnership agreements among the SRO, MDE, local schools and partners. This partnership agreement will 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



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Reform/Redesign Officer (SSRRO) under Section 1280c of the Revised School Code (School Code). Ann J. Kellogg Elementary and Northwestern Middle schools are Priority Schools and the SRO, MDE, and Battle Creek Public Schools agree that the implementation of this partnership agreement is in the best interest of the students at Ann J. Kellogg Elementary and Northwestern Middle schools for their academic improvement.

- 2) **TERMS AND CONDITIONS:** Battle Creek Public 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:**
 - Ann J. Kellogg Elementary School
 - Northwestern Middle School
- 4) **THIRTY-SIX MONTH GOALS, STRATEGIC PROCESS INITIATIVES AND ACTIVITIES TO MEET THE GOALS BY BATTLE CREEK PUBLIC SCHOOLS FOLLOW:**

Benchmark 1: 80% of the process goals discussed below will have a status of on track or completed at each of the 18 and 36-month reporting periods. (This goal will be measured against the annual implementation plan, which includes progress tracking, and is detailed in section 19 of this agreement.)

Goal 1: High Academic Achievement: *Prepare all students for global citizenship and success at the university level as well as in career field of their choice.*

- Develop programs and services that provide curricular adaptations using a variety of best practices to appropriately challenge students
 - Develop a rigorous academic extension and enrichment middle school program designed to meet the needs of diverse learners.
 - Develop a rigorous academic extension and enrichment elementary program designed to meet the needs of diverse learners.
 - Develop high school pathways to promote college and career readiness.
 - Develop and implement a comprehensive plan to provide services that support the academic achievement of English Language Learners
- Ensure rigorous, intentional, standards-based literacy and numeracy instruction is occurring in all classrooms, every day.
 - Ensure alignment of current curriculum with state and national standards.



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- Implement rigorous, evidence-based supplemental and supporting curricular resources to ensure equitable access to high-quality, rigorous instruction.
- Implement strategies to maximize instructional time across all grade levels.
- Develop and implement a comprehensive balanced assessment system.
- Strengthen early literacy core instruction so students start school strong.
 - Implement a Literacy Specialist support model to provide small group and individualized instruction for students who, based on data, are most at-risk for school failure.
 - Supplement classroom instruction with intentional supports and interventions to improve early grade reading achievement.
 - Develop and implement a kindergarten transition program aimed at strengthening the bond between the home and school to ensure early school success.
- Transform the middle school program to ensure equitable access to a high-quality educational experience
 - Ensure that the physical school environments are conducive for student success.
 - Implement Service Learning as a vehicle for creating relevance in academic learning experiences.
 - Use partnerships with nationally recognized providers to redefine and restructure the middle school experience to promote a culture of support and teamwork that is focused on improving instruction and student achievement.
 - Partner with local organizations to bring real-world learning experiences to middle school students and to provide meaningful school-community connections focused on student achievement.
- Implement structures and processes to develop instructional leadership capacity in each school.
 - Build strong instructional leadership teams that can use data, observe and provide feedback on teaching, and develop and adjust instructional plans to ensure students are proficient in literacy and math.
 - Ensure systematic, intentional use of data by redesigning implementation and monitoring systems and supports for data driven decision making at the individual teacher, classroom and school level.
 - Implement professional learning communities with fidelity.
- Develop efficient and effective systems to monitor academic progress, behavior and attendance.
 - Implement Individualized Achievement Plans in Kindergarten through 5th grade.



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- Monitor and publicize the status of key performance indicators by developing and maintaining a district data dashboard.
- Implement an early warning system to target intervention supports to help students achieve readiness and success.
- Provide the universal social-emotional, attendance, academic and enrichment supports necessary for every student to thrive.
 - Establish an alternative to suspension CLIMB program.
 - Improve the quality of the building's instructional environment by implementing Positive Behavior and Intervention Support and Response to Intervention in an MTSS framework across all schools.
 - Use an evidenced-based social skills curriculum to promote a common language across all schools aimed at unleashing student's character potential and creating safe and healthy environments.
 - Implement a comprehensive attendance prevention and intervention plan aimed at increasing instructional time for students most at-risk for school failure.
 - Implement strategic academic and behavior supports for students during out-of-school time and improve access to quality enrichment opportunities.

Goal 2: Healthy Organizational Culture: *Create an organizational culture that is reflective, nurturing of all students and staff, transparent, results oriented and continuously improving.*

- Strengthen internal two-way communications to increase knowledge, awareness and engagement of all staff.
 - Develop and implement a comprehensive communications plan that is inward facing and specifically for BCPS staff.
 - Streamline internal communications channels and technology solutions to ensure consistent and timely information is shared with all staff through a variety of channels
 - Implement feedback processes that actively seek all views and opinions.
- Strengthen relational trust between adults and students within school communities to improve school culture.
 - Implement strategies that build stronger relationships, address conflict, are trauma-informed, and affirm the cultural identities of students.
 - Research, develop, and implement additional approaches to improving school culture and relational trust.
 - Support schools to elevate the voices of students and celebrate their hard work and achievements.
- Implement learning activities that provide all adults with the professional knowledge and skills needed to ensure all schools are safe and healthy environments.

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- Provide professional learning experiences that increase teachers' knowledge and skills in the area of school safety and healthy environments (e.g., Crisis Intervention and Prevention training).
- Provide necessary tools and resources to support schools' execution of appropriate health and safety plans and procedures.

Goal 3: Human Capital Strategy: *Recruit, retain, develop and support a diverse high-quality staff that is fully committed to Battle Creek Public Schools, students and families.*

- Develop a comprehensive human capital plan for recruitment and retention efforts of administrators and teachers
 - Create a blueprint and timeline to develop and refine the human capital processes to support BCPS
 - Develop and implement a new teacher mentoring program to create supportive environments for new teachers
 - Develop and implement a plan for recognition programs for teachers, support staff and building and district administrators
 - Implement a comprehensive theory of engagement plan
 - Implement staff incentive/bonus program to facilitate recruitment and retention of high quality, effective staff.
- Provide high quality professional development that supports educators' abilities to provide culturally relevant, equitable pedagogy.
 - Provide professional learning opportunities designed to promote the development of an equity consciousness across *all* levels of staff.
 - Engage in varied and differentiated professional learning opportunities to promote the implementation of culturally relevant pedagogy.
 - Develop and implement an Equity Framework.
- Accelerate the professional growth of staff by implementing an effective system of evaluation and continuous professional improvement.
 - Create a professional learning plan for the 2017-2018 school year.
 - Develop professional development academy (transformational teacher institute) to provide staff with access to high-quality differentiated professional development aligned to district goals.



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Goal 4: **Active Partnerships with Our Community:** *Strengthen partnerships with students and families, community and businesses and increase collaboration to support student achievement.*

- Build stronger partnerships between schools and families to support student achievement.
 - Develop and implement a comprehensive communications and engagement plan specifically for the family, parent and caregiver audience.
 - Provide tools and opportunities to connect families to educational resources.
 - Provide principals and teachers with the knowledge and skills to appropriately engage with families in support of their children's academic success.
 - Ensure that family advocates have the knowledge and resources necessary to positively impact achievement.
- Create and nurture school/community partnerships designed to meet the needs of students, families, and community we serve.
 - Establish a comprehensive network of agencies that provide support to meet the needs of students and families (e.g., medical, mental health, and child/family services).
 - Expand opportunities for students to receive academic and social-emotional support from partners both during and outside of school hours
 - Communicate effectively and proactively with the broader community to build local engagement in schools.
 - Increase the presence and visibility of BCPS in the community to build a positive image throughout the community.

5) EIGHTEEN MONTH AND THIRTY-SIXTH MONTH BENCHMARKS TO BE MET BY Battle Creek Public Schools as monitored periodically over the course of the agreement:

Benchmark 1:

5% increase in the percent of students meeting or exceeding the national norm on the NWEA-MAP Reading from Spring 2018 to Spring 2020 (18-month goal) and an additional 5% increase from Spring 2020 to Spring 2021 (36-month goal).



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Benchmark 2:

5% increase in the percent of students meeting or exceeding the national norm on the NWEA-MAP Math from Spring 2018 to Spring 2020 (18-month goal) and an additional 5% increase from Spring 2020 to Spring 2021 (36-month goal).

Benchmark 3:

5% increase in the percent of African American, Special Education and ELL students meeting or exceeding the national norm on the NWEA-MAP Reading from Spring 2018 to Spring 2020 (18-month goal) and an additional 5% increase from Spring 2020 to Spring 2021 (36-month goal).

Benchmark 4:

5% increase in the percent of African American, Special Education and ELL students meeting or exceeding the national norm on the NWEA-MAP Math from Spring 2018 to Spring 2020 (18-month goal) and an additional 5% increase from Spring 2020 to Spring 2021 (36-month goal).

Benchmark 5:

10% reduction in the number of students receiving an out of school suspension from Spring 2018 to Spring 2020 (18-month goal) and an additional 10% reduction from Spring 2020 to Spring 2021 (36-month goal).

Benchmark 6:

10% reduction in the percentage of students identified as chronically absent from Spring 2018 to Spring 2020 (18-month goal) and an additional 10% reduction from Spring 2020 to Spring 2021 (36-month goal).

Benchmark 7:

10% reduction in the number of students identified as chronically absent from Spring 2018 to Spring 2020 (18-month goal) and an additional 10% reduction from Spring 2020 to Spring 2021 (36-month goal).



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Benchmark 8:

5 percentage point decrease in “All” students scoring not-proficient (Level 1) on the state reading assessment the 2017-2018 academic year to the 2018-2019 academic year and an additional 5 percentage point decrease from the 2018-2019 academic year to the 2019-2020 academic year.

Benchmark 9:

5 percentage point decrease in “All” students scoring not-proficient (Level 1) on the state math assessment the 2017-2018 academic year to the 2018-2019 academic year and an additional 5 percentage point decrease from the 2018-2019 academic year to the 2019-2020 academic year.

6) ANALYSIS OF RELEVANT DATA

Goal 1: High Academic Achievement: *Prepare all students for global citizenship and success at the university level as well as in career field of their choice.*

- Our 16-17 NWEA-MAP Data indicates our students are scoring well below the national norm in Math and Reading. The NWEA-MAP data also indicates a significant achievement gap with our African American and Economically Disadvantaged students and with our Students with Disabilities. In response to this data, we saw a need to add resources, supports, and personnel to individualize supports for students.

Goal 1: High Academic Achievement: *Prepare all students for global citizenship and success at the university level as well as in career field of their choice* and **Goal 2: Healthy Organizational Culture:** *Create an organizational culture that is reflective, nurturing of all students and staff, transparent, results oriented and continuously improving.*

- Our 16-17 behavior data indicated more than 40% of students were losing a significant amount of instructional time due to excessive use of Office Discipline Referrals and Exclusionary Practices. Our walk-through data and Tiered Fidelity Inventory data also showed that Tier I Positive Behavior Intervention Supports (PBIS) are only being implemented at a 25% rate. Because the excessive exclusionary practices and lack of Tier I PBIS structures impacts school climate and culture and student achievement, we saw a need to add resources, supports, and personnel to individualize supports for students and teachers.

Goal 1: High Academic Achievement: *Prepare all students for global citizenship and success at the university level as well as in career field of their choice* and **Goal 2: Healthy Organizational Culture:** *Create an organizational culture that is reflective, nurturing of all students and staff, transparent, results oriented and continuously improving.*



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- A report from Attendance Works indicated Battle Creek Public Schools ranks in the top 5% of schools in the country for having chronically absent students. In response to our high absenteeism rate, we saw a need to intentionally create a system for identifying students with attendance concerns and providing supports to the students and their families to remove the challenges and barriers causing the excessive absences.

Goal 3: Human Capital Strategy: *Recruit, retain, develop and support a diverse high quality staff that is fully committed to Battle Creek Public Schools, students and families* and **Goal 4: Active Partnerships With Our Community:** *Strengthen partnerships with students and families, community and businesses and increase collaboration to support student achievement and indicates the need for a comprehensive set of strategic initiatives aimed at increasing family and community engagement alongside intentional strategies to recruit, retain, and develop high quality staff.*

- In the past three years, Battle Creek Public Schools has seen a turn-over rate of its certified staff in excess of 25% each year. We also have struggled with establishing and maintaining strong family and community partnerships to support district needs. Both family and community engagement is needed to support student attendance, student social-emotional needs, and student achievement. Additionally, community partnerships are needed to attract and retain a diverse high quality staff.

7) STRENGTHS AND WEAKNESSES OF BATTLE CREEK PUBLIC SCHOOLS

Strength: Battle Creek Public Schools is in the second year of implementing its strategic plan. The associated initiatives have already resulted in:

- Increased levels of achievement in lower elementary classrooms
- Decreased out-of-school suspensions and office discipline referrals
- Development of rigorous college readiness programs
- Increased parent engagement through the implementation of regular family literacy events
- Increased access to professional development
- Development of system-wide accountability practices
- Release of three schools from state priority status
- Increased support for English Language Learners

Strength: Battle Creek Public Schools' overall analysis of the Elementary School Transformation Project, reported in an external evaluation conducted by Western Michigan University, showed that the Year Two implementation of strategies and initiatives has been carried out according to plan. The analysis showed steady and continual progress has been made in carrying-out key activities and elements of the work, as depicted in the three strategies of the project's logic model. In addition, various pools of data in Year Two showed strong signs that changes made in the 2015-16 school year are taking root in the organization's culture. Indicators show change efforts are creating positive conditions and are



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cultivating a school environment conducive for the emergence of some sought after outputs and impacts. In general, data showed the district is trending positively between 2014-15 and 2015-16, particularly at the lower first and second grades. Some of the additional major findings discussed in the evaluation are included below:

- After controlling for specific demographics, BCPS K-5 students achieved a 17% increase in reading proficiency in Spring from 2014-15 to 2015-16 when compared to comparable districts.
- The racial achievement gap has been decreasing over the years (from 2013-14 to 2015-16)
- In 2015-16, there was no difference between the white and non-white in the odds of meeting or exceeding the amount of expected growth in math and reading.
- In 2015-16, however, white students' odds of achieving proficiency in reading and math were still higher than those for non-white students.

Strength: Battle Creek Public Schools' specific accomplishments from the first half of the 16-17 school year that continue to inform next steps in our district transformation included:

- Three schools released from priority status
- 60+ staff members trained in restorative practices
- 38% decrease in the number of out of school suspensions
- 28% decrease in the number of occurrences of out-of-school-suspension
- Implementation of home visits as a practice by school Interventionists resulting in 77 home visits in the first half of the year.
- 107 coaching cycles completed by instructional coaches to provide teachers with individualized support
- 171 lessons modeled or co-taught by instructional coaches to improve professional practice

Coupled together, these accomplishments are contributing to the development of a healthy and effective organizational culture.

Strength: Battle Creek Public Schools has worked diligently to develop, refine and implement a system of performance management that promotes ongoing review, reflection and analysis of both student achievement and adult practice data. School quality reviews known as STAR visits and Achievement Impact Presentations provide real-time information on a regular cycle of inquiry to guide continuous improvement efforts.

Strength: Battle Creek Public Schools' codified systems for the development of instructional leadership and structures for collaboration support the district's efforts to break cycles of inequity so that each and every child can be successful. The protection of time for Instructional Leadership Teams (ILT) and Professional Learning Communities (PLC) across all buildings provides staff with the time and opportunity needed to set goals, plan, act, assess, reflect and adjust, as outlined in the district's expectation that staff regularly engage in a results-oriented cycle of inquiry. The primary role of the ILT is to lead the school's efforts at



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improving teaching and learning with an explicit goal of raising overall levels of student achievement and accelerating achievement for targeted groups.

Strength: Battle Creek Public Schools has adopted and implemented a comprehensive talent management plan that includes evidenced-based evaluation of both teachers and leaders, performance-related retention bonuses, recognition and acknowledgement practices and surveys to monitor levels of staff engagement.

Strength: Battle Creek Public Schools implementation of a zero-based budgeting process has created a regular practice of ensuring that resources are allocated in a manner that is consistently aligned to goals.

Strength: Battle Creek Public Schools has developed district and building theories of action aligned to the strategic plan to ensure school personnel stay focused on organizational goals by providing a complete pathway toward desired outcomes.

Strength: Battle Creek Public Schools has implemented a coaching framework that supports both teachers and school leaders in working to create a culture that supports collective leadership, promotes ongoing learning and reciprocal accountability, and uses data to inform practice. District Transformation Coaches work with assigned leaders to implement systems, support the development of instructional leadership skills, report and analyze school data, refine theories of action, and monitor progress toward goals. Instructional Coaches assigned to every building provide differentiated, direct support for teachers to improve professional practice.

Strength: Battle Creek Public Schools has implemented the use of NWEA/MAP as a benchmark assessment administered three times throughout the year. This measure allows for staff to assess students' grade level equivalence and growth relative to their academic peers. Data from this practice aides in the identification of instructional and interventions in support of student needs.

Strength: Battle Creek Public Schools has developed and implemented a weekly central office Data Rounds process. Data Rounds serve as an opportunity for the district transformation team to highlight the quantitative and qualitative data pictures of improvement in their respective department, programs or strategic initiatives by sharing success and challenges throughout the week.

Strength: Battle Creek Public Schools has developed significant community partnerships designed to meet and support the needs of the students, staff, families, and community we serve.

Strength: Battle Creek Public Schools has adopted an Equity Imperative that highlights our commitment to disrupting patterns of inequity (attachment b).



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Strength: Battle Creek Public Schools has numerous, differentiated professional learning opportunities that have been organized into a year-long institute of courses aimed at developing the professional practice of both teachers and leaders.

Challenge: Battle Creek Public Schools' years of inadequate funding coupled with declining enrollment associated with the adverse effects of school choice policies has adversely affected the district's ability to sustain program and services. The emigration of over 2,000 BCPS students to outlying districts over the past 10 years has caused considerable changes in the district's finances as a result of Michigan's per-pupil funding mechanism. Faced with bleeding enrollment, the district has been forced to cut millions of dollars from the budget, reduce staff and eliminate several programs and services.

Challenge: A recent study revealed that structural bias and segregation has created concentrated pockets of vulnerability that limit career and college readiness for many of the students that reside within the BCPS district. While the area boasts resources available to help, they are often misaligned; and vulnerable students do not have access to them, resulting in an inequality of opportunity.

Challenge: Professional Development - Battle Creek Public Schools has limited time to conduct workshop style professional development during the school day due to a lack of substitute teachers to support this model for all internal staff.

Challenge: Curriculum Development - Battle Creek Public Schools' teacher teams have been trained and spend the summer months developing curriculum. This process stalls during the school year resulting in a slow process for full curriculum development and implementation.

Challenge: Although relatively small in terms of enrollment for a medium-sized district, the district has a number of demographics and academic disparities that mirror those of large urban areas. With a little over 4,400 students enrolled in six elementary schools, two middle schools, one high school, and two alternative education programs, the challenges associated with larger urban environments are very present in BCPS. More than 75% of student population qualify for free/reduced lunch; over 50% of the students represent minority groups; and more than half of the students live in single-parent or no-parent households. Add to this the fact that truancy is over five times higher for students in the Battle Creek Public Schools than neighboring districts, and it is easy to see that barriers exist.

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

Battle Creek Public Schools developed a professional learning plan that address the core competencies for all in the targeted areas:

- Training in Dibels for K-5 elementary teachers



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- Training and coaching in Reading Apprenticeship for 6-12 secondary teachers
- Curriculum training, development and coaching in:
 - Math Expressions for elementary teachers
 - Connected Math Learning for 6-8 secondary teachers
 - Science of Teaching Reading for K-5 elementary teachers, literacy tutors, and literacy specialists
- Training in Trauma Informed and Restorative Practices for all internal staff
- Training in Culturally Relevant Teaching Practices and equity conscious practices for all internal staff

9) BATTLE CREEK PUBLIC SCHOOLS BOARD OF EDUCATION ROLE AND ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A. Approve resources aligned to the goals, strategic initiatives and activities included in the plan.
- B. Support the superintendent and her designees with the implementation of the partnership agreement.

10) BATTLE CREEK PUBLIC SCHOOLS SUPERINTENDENT ROLE AND ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A. Provide monthly 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 bi-annually, 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. Oversee the partnership agreement and meet regularly with the District Transformation Team to review data, assess progress and adjust strategy as needed.
- D. Meet with MDE and CISD quarterly to report progress on the agreement.

11) CALHOUN INTERMEDIATE SCHOOL DISTRICT ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A. Meet with the superintendent of Battle Creek Public schools to review the plan, identify barriers to success and coordinate support needed to implement the plan.
- B. Meet periodically with the District Transformation Team to monitor progress, provide assistance and coordinate additional resources.



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

- A. Provide ongoing support to the superintendent and district team to ensure the successful implementation of the partnership agreement.
- B. Meet periodically with the superintendent and district team to identify barriers and coordinate supports and resources to eliminate or minimize the barriers.
- C. Assist with the identification of, and access to, additional funding and resources needed to fully implement the plan, as available.
- D. An MDE Assigned Partnership Agreement Liaison will serve as primary point-of-contact for MDE.
- E. The MDE will track the reports identified in sections 10(A) and 10(B).

13) 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.

Given the wide range of uncertainties associated with school finances, enrollment, and available supplemental funds, a 36-month budget is not possible. BCPS commits to providing additional budget information once allocations are made known and a 2018-19 budget is adopted by the board of education. Using a zero-based budgeting process alongside a results-oriented cycle of inquiry to provide a comprehensive needs assessment, BCPS will ensure that resource allocation is aligned to the goals, strategic initiatives and activities articulated in the plan.

14) ADDITIONAL PARTNERS: Battle Creek Public Schools, its local board, Calhoun Intermediate School District, 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 (see attached infographic).



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- 15) **ADDITIONAL SCHOOLS:** The parties agree that other <district name> 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.
- 16) **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. Battle Creek Public 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 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.
- 17) 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) Engage an ISD to assume control of the school(s)
 - 3) 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 MDE/SRO, 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 Michigan Department of Education will impose the following mutually agreed upon measures:
 - 1) Close and Reconstitute
 - 2) Engage an ISD to assume control of the school(s)
 - 3) Closure



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- 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 MDE/SRO, 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 Michigan Department of Education will impose the following mutually agreed upon measures:
 - 1) Close and Reconstitute
 - 2) Engage an ISD to assume control of the school(s)
 - 3) 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 MDE/SRO, 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.

- 18) **COMMUNITY ENGAGEMENT:** The following actions will be completed by Battle Creek Public Schools, the Superintendent, the Board of Education, and Partners to ensure that the school/district community is meaningfully engaged in the implementation of this Partnership Agreement:
- An increase in the frequency, positivity and depth of relationships with parents and outside community members is intended to help BCPS improve its reputation, build a new narrative to replace negative ones, and build enthusiasm among parents and potential community champions to in turn address retention.
 - The superintendent of Battle Creek Public Schools has developed and implemented the following structures to inform, consult, and engage internal and external stakeholders:
 - **Key Communicators:** This group includes key community leaders who meet monthly to review progress, discuss issues affecting students and classrooms, and serve as an ongoing advisory group for the superintendent. Part of the meetings include education on district initiatives, policies and practices to allow for robust discussions to promote and facilitate change.
 - **Superintendent's Student Advisory Council:** The Superintendent's student advisory council is a group of students in grades 9-12 who discuss how decisions made at the district level are affecting students throughout Battle Creek Public Schools. The council is facilitated by the Superintendent and other student leaders and include two-three representative students from each



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grade level. The council meets monthly and participants act as liaisons between the administration and the students of Battle Creek Public Schools.

- **District Parent Advisory Council:** The district parent advisory council consists of parent representatives from each building in the district. The council meets on the third Tuesday of select months as coordinated by the District Family and Community Engagement Coordinator.
- **Teaching and Learning Council:** This council consists of a collection of individuals who will bring unique knowledge and skills from each of the schools throughout the district in collaboration with district instructional leaders in order to more effectively guide the organization. The purpose of the Battle Creek Public Schools Teaching and Learning Council (TLC) is to provide schools with a vehicle for providing input on teaching and learning topics, discuss school and district progress, make recommendations and/or provide key information, and ensure that schools are adequately supported to effectively implement the district's mission, vision, values and goals in order to promote increased student achievement.
- **Superintendent's Listening Tour:** Three times a year the superintendent visits all schools to engage in an hour-long dialogue with staff to address staff concerns and establish and maintain an open line of information-sharing and feedback between the superintendent's office and staff.

Additionally, leaders from throughout the district rotate participation in Neighborhood Planning Council Meeting to foster relationships with area homeowners.

- 19) **CHECKLIST OF ACTIONS:** The following actions will be completed by Battle Creek Public Schools, the Superintendent, the Board of Education, and Partners as specified below:
- By June 30th of each academic year, over the course of this agreement, 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.
 - By January 31, 2018, the district will create a plan for monthly evaluating and monitoring the plans process.
 - By January 31, 2018, the district will implement a process for conducting cycle reviews three times per year to complete a deep dive on academic, behavior, attendance, and adult practice data.



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- 20) **FUTURE MEETING DATES:** Battle Creek Public Schools and the Michigan Department of Education will meet quarterly to engage in collaborative discussion, gauge implementation progress, identify barriers to implementation, and discuss relevant issues regarding this Agreement.
- 21) **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.
- 22) **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.
- 23) **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.
- 24) **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.
- 25) **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.
- 26) **GOVERNING LAW:** This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Michigan.



Battle Creek Public Schools Partnership Agreement

- 27) 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.
- 28) 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.
- 29) 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:
Battle Creek Public School
3 W Van Buren
Battle Creek, MI 49017
Attn: Kimberly M. Carter, Superintendent
Art McClenney, President, Board of Education
- ii) If to ISD/Authorizer:
Calhoun Intermediate School District
1711 G Drive North
Marshall, MI, 49068
Attn: Dr. Terance Lunger
- iii) If to Michigan Department of Education:
608 W. Allegan Street
P.O. Box 30008
Lansing, MI 48909
Attn: Superintendent



Battle Creek Public Schools Partnership Agreement

- 30) **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.
- 31) **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.
- 32) **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.



Battle Creek Public Schools Partnership Agreement

Partnership Agreement Signatures

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

Michigan Department of Education

**Battle Creek Public School,
Superintendent**

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Battle Creek Public School,
Board of Education President**

State School Reform/Redesign Officer

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Calhoun Intermediate School District,
Superintendent**

**Kellogg Foundation
President/CEO**

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Battle Creek Community Foundation
President/CEO**

Name: _____

Title: _____

Date: _____



Battle Creek Public Schools Partnership Agreement

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.