

**PARTNERSHIP AGREEMENT  
for**

**DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT**

This Partnership Agreement (**Agreement**) is entered into by and among the Detroit Public Schools Community District, a community district established by the Michigan Revised School Code (**School District or DPSCD**), Wayne County Regional Educational Service Agency, a Michigan intermediate school district (**Wayne RESA**), the State School Reform Office (**SRO**) and the Michigan Department of Education (**MDE**) as of April 28, 2017.

**PREMISES**

WHEREAS, the parties to this Agreement all desire to improve the educational experience and success of each student enrolled in one of the schools identified on **Exhibit A** to this Agreement (**Partnership Schools**); and

WHEREAS, the State established the School District under Act 192, Michigan Public Acts of 2016 for the unique purpose of positioning the School District to facilitate enrollment in its schools; 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 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 each Partnership School, including universities, unions and business and community leaders, 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, the Partnership Schools which have been operated by the Education Achievement Authority (EAA Schools) will be returned to and operated by DPSCD as DPSCD schools begin July 1, 2017 and the terms of this Agreement are intended to apply to those schools no later than July 1, 2017; 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; DPSCD 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 each Partnership School, engage the staff, families, students and partners of each Partnership School, develop recommendations, identify supports and engage additional partners for the implementation of those recommendations, and determine the data to be collected and analyzed for growth measures to be adopted in later phases of the partnership, in a collaborative effort to improve the educational experience and success of each student enrolled in every Partnership School.

**(a) *Develop Profiles for each Partnership School and District-Wide, Identify District-Wide Expectations, and Establish Initial Goals and Strategies and Operating Network Team***

**Completion Date: DPSCD Partnership Schools (including Former EAA Schools): June 30, 2017**  
**District Profile: June 30, 2017**  
**District-Wide Expectations: July 31, 2017**  
**Initial Goals and Strategies: July 31, 2017**  
**Establish Partnership Operating Network Team: July 31, 2017**

**(i) School Profiles**

DPSCD, with the support of Wayne RESA, shall develop a profile for each Partnership School in the form attached at Exhibit B. Each profile shall include any or all of the data points and factors identified on Exhibit C and may include preliminary recommendations as described in Exhibit D.

**(ii) District-Wide Profile**

DPSCD, with the support of Wayne RESA, shall develop a district-wide profile with similar data and factors as the individual Partnership School profile.

**(iii) District-Wide Expectations**

DPSCD will identify DPSCD systems and expectations for all DPSCD schools, including curriculum, assessments and practices, including the expected use of planning teams and instructional practices.

**(iv) Initial Goals and Strategies**

By July 31, 2017, DPSCD, with the support of Wayne RESA, shall develop initial goals and strategies for each Partnership School. The initial goals and strategies will include at least one growth goal and at least one proficiency goal for each Partnership School to enable each school to begin the 2017/18 school year with direction. Such growth and proficiency goals are not required to be tied to a statewide assessment but may be based on another assessment selected by the School District, but are subject to approval by MDE. The profile for a Partnership School, district-wide profile, district-wide expectations and initial goals and strategies for that Partnership School shall all be incorporated into an Individual Performance Plan for each Partnership School.

(v) Partnership Schools Operating Network Team

DPSCD shall establish an operating network team specifically for the Partnership Schools to provide a tiered structure of support for the schools and in recognition of the unique characteristics of that zone. The network team shall provide monitoring and evaluation to assure accountability, work to remove barriers to successful implementation of strategies, provide opportunities for collaboration and develop a process for identification and resolution of similar issues, concerns and barriers arising across Partnership Schools.

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

Completion Date: January 31, 2018

Using the profiles developed, expectations identified and initial goals and strategies established in (a), DPSCD will engage in a deep review and discussion of the current practices, strategies and conditions at each Partnership School, including staff, students, families and partners to gain a fuller understanding of the root causes of student performance at Partnership Schools as well as the opportunities for improvement and addressing the root causes of existing performance and barriers to improvement. This phase will also 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 have been adopted and implemented at each Partnership School.

(c) ***Develop and Refine Goals and Strategies for Each Partnership School***

***Completion Date: January 31, 2018***

Based on the Partnership School Profiles developed in (a), and the review, findings and discussions in (b) DPSCD, in concert with the building staff and other partners, will develop, refine and customize goals and strategies for each Partnership School to be incorporated into the Individual Performance Plan for that Partnership School. Goals and strategies for a Partnership School may include, but are not limited to those described on **Exhibit D**, and may include the continuation or adjustment of strategies and practices already in use at a Partnership School. Recommended strategies will be customized and prioritized for implementation at a particular school 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. The initial resources, waiver and flexibility requirements are identified in **Exhibit E**. As part of this phase, DPSCD shall also identify a process, working through the Implementation and Accountability Team established pursuant to Paragraph 4 for making adjustments to strategies based on experience and circumstances and for progressive interventions in the event adopted strategies do not demonstrate the expected improvement by agreed upon deadlines.

(d) ***Identify and Engage Additional Partners***

**Completion Date: January 31, 2018 and Ongoing**

Beginning no later than the date on which goals and strategies have been developed and adopted for each Partnership School, DPSCD will identify and engage additional partners appropriate to the needs and conditions at that school, and the role to be performed by each. Partners will not be solely research-oriented but will actively engage with DPSCD in creating improved opportunities for DPSCD students enrolled in Partnership Schools. An initial list of partners who will work with and support all or individual Partnership Schools is attached at **Exhibit F**. Some partners may be engaged only for specific phases of the development and implementation of the goals of this Agreement or for the development and implementation of the specific goals and strategies for individual Partnership Schools. As goals and strategies are informed or adjusted, relationships with individual partners may also be reevaluated and new partners may be added or substituted for others.

(e) ***Implement Goals and Strategies [Ongoing]***

The implementation of goals and strategies identified and agreed to in earlier phases shall be ongoing, subject to adjustment and review as provided in subparagraph (c) above and paragraph 4 below.

(f) ***Progress Report on Growth and Proficiency Goals; Additional Measures***

**Completion Date: November 1, 2018**

In this phase DPSCD, working with Wayne RESA and other partners, shall provide a report on each Partnership School's progress in achieving its growth and proficiency goals. In addition, DPSCD, supported by Wayne RESA, shall determine the methodologies and the data to be developed or tracked for evaluating effectiveness of strategies and to measure student growth at each Partnership School for the following 60 months. These data shall include, but shall not be limited to, the data in the four major categories of Achievement, Process, Perception and Demographics.

(g) ***DPSCD Board of Education***

The Board of Education of DPSCD shall retain responsibility for approving or modifying recommendations made by the Superintendent, the Implementation Team and the operating network team, including the goals, budget and progressive intervention measures developed pursuant to this Agreement. The Board of Education will align the District's budget to support the implementation of this Agreement. The Superintendent shall report regularly to the Board on the status of implementation of this Agreement.

**2. Wayne RESA Responsibilities**

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

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

(d) Facilitating building level discussions to align building level goals and strategies with DPSCD district-wide expectations as mutually agreed upon by the School District and Wayne RESA;

(e) Identifying potential partners and resources;

(f) Providing sample evaluation tools and suggesting strategic adjustments for consideration by the School District; and

(g) 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 each 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 Partnership Schools to focus on implementing goals and strategies developed pursuant to this Agreement;

(c) Helping the School District and the City of Detroit cultivate a stable environment for Partnership School students and families to reduce and minimize the barriers to consistent school attendance;

(d) 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.

(e) Facilitate and support the transition of the Partnership Schools which have been EAA schools to DPSCD, including the assignment of new building codes for those schools.

The initial supports to be provided by MDE are identified in **Exhibit E**.

### 4. **Partnership Implementation and Accountability Team**

(a) The parties shall establish a Partnership Implementation and Accountability Team (the **Implementation Team**) which shall be comprised of the following seven members:

- The DPSCD Superintendent
- Two members of the DPSCD Board of Education selected by the DPSCD Board of Education
- The MDE Liaison designated by the State Superintendent of Public Instruction
- The Wayne RESA Superintendent or his or her designee
- Two additional members appointed by the DPSCD Superintendent who may represent the community, be local officials or be affiliated with one of the DPSCD partners

(b) The Implementation Team shall meet at least every other month for the purpose of:

- (i) reviewing the progress DPSCD and the Partnership Schools are making toward accomplishing the goals identified in paragraph 1;
  - (ii) analyzing or identifying obstacles impeding progress toward achieving those goals or the implementation of recommendations and strategies, and developing solutions to address any such obstacles;
  - (iii) making recommendations for the adjustment in any goals or strategies for consideration by the DPSCD Board of Education, or any individual Partnership School, as appropriate;
  - (iv) developing a process for and identifying and recommending progressive interventions in the event adopted strategies for a Partnership School do not demonstrate the expected improvement by agreed upon deadlines; and
  - (v) reviewing and recommending an annual budget, the resources required and who will provide the resources for the implementation of this Agreement.
- (c) The Implementation Team shall also facilitate communication and the resolution of any disputes among the parties to this Agreement, including disputes or concerns which the operating network team has been unable to resolve or address.

**5. Term of Agreement**

Except as otherwise provided herein, the term of this Agreement shall commence on May 1, 2017, and shall end on June 30, 2020, unless extended by mutual agreement of the parties. This Agreement may terminate upon notice by the DPSCD to the other parties without penalty. During the term of this Agreement, neither MDE nor the SRO shall take any action to close any Partnership School or apply or enforce any other remedy under Section 1280c of the Revised School Code. By entering into this Agreement, DPSCD does not waive any argument it may have in the case captioned Detroit Public Schools Community District v. State School Reform/Redesign Office; Natasha Baker, the State School Reform/Redesign Officer in her official capacity; and the State of Michigan, Case No. 17-000065-MZ. Either Wayne RESA or MDE may terminate its participation in this Agreement at any time by agreement with DPSCD on or after April 30, 2018, on 30 days' prior written notice to the other parties hereto.

**6. Progressive Intervention; Cure**

Failure by one or more Partnership Schools 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, DPSCD, 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) Amend or adopt a new plan 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.

**7. Additional Schools**

The parties agree that other DPSCD schools may be added and become Partnership Schools subject to this Agreement upon the request of DPSCD. At the time any additional schools become subject to this Agreement the timeframes and deadlines which apply to the original Partnership Schools shall apply prospectively to the added schools as if this Agreement had become effective on the date they are added.

**8. Amendments**

This Agreement shall not be modified, altered or amended except by written agreement duly executed by DPSCD, Wayne RESA and MDE in accordance with the terms hereof.

**9. 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.

**10. 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.

**11. 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.

**12. Governing Law**

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

**13. 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.

**14. 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.



**15. 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:  
Superintendent  
Detroit Public Schools Community District  
Fisher Building - 14th Floor  
3011 W. Grand Blvd.  
Detroit, MI 48202
- (ii) if to Wayne RESA:  
Superintendent  
Wayne County Regional Educational Service Agency  
33500 Van Born Road  
P. O. Box 807  
Wayne, MI 48184
- (iii) if to Michigan Department of Education:  
State Superintendent of Public Instruction  
Michigan Department of Education  
608 W. Allegan  
P. O. Box 30008  
Lansing, MI 48909

**16. 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.

**17. 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.

**18. 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.

DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT

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

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

WAYNE COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY

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

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

MICHIGAN DEPARTMENT OF EDUCATION

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

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

STATE SCHOOL REFORM OFFICE

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

Natasha Baker  
State School Reform Officer


**Exhibit A  
Partnership Schools**

Ann Arbor Trail Magnet School  
Bow Elementary-Middle School  
J.E. Clark Preparatory Academy  
Detroit Collegiate Preparatory High School at Northwestern  
Detroit Institute of Technology at Cody  
Durfee Elementary-Middle School  
Fisher Magnet Upper Elementary  
Gompers Elementary-Middle School  
Henderson Academy  
Marquette Elementary-Middle School  
Mason Elementary School  
Osborn Academy of Mathematics  
Osborn College Preparatory Academy  
Osborn Evergreen Academy of Design and Alternative Energy  
Sampson Academy  
Thirkell Elementary School  
Burns Elementary-Middle School\*  
Denby High School\*  
Ford High School\*  
Law Elementary School\*  
Mary McLeod Bethune Elementary-Middle School\*  
Mumford High School\*  
Pershing High School\*  
Southeastern High School\*  
  
\*Former EAA School

**Exhibit B**  
**Template for Partnership School Profile**  
**[see attached]**

# ABC School

123 Smith Street, 48201




## Proficiency Profile

### Profile Data

Grade Configuration	
Total Enrollment	
Free and Reduced Meals	
Year Identified	
TTB Ranking	
Principal Service Y-T-D	

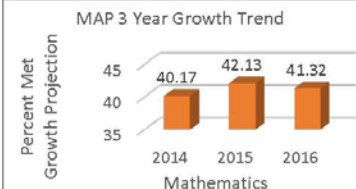
### Achievement

MAP 3 Year Growth Trend



Reading

MAP 3 Year Growth Trend



Mathematics

### Current Conditions

Exhibit C

### Recommended Actions

Exhibit D

### Key Partners

### M-STEP ELA Projected Proficiency



### M-STEP Math Projected Proficiency



**Exhibit C**  
**Examples of Data and Other Factors to be Included in Each Profile**

<b>Demographic Data</b>	<b>Process/Procedure Data</b>
<p>Demographic information on the students that enroll in schools and their parents</p> <p>Mobility patterns in and out of grades and schools, transience of student body</p> <p>Student transportation needs</p> <p>Rate of enrollments in special programs, such as English as a second language (ESL), special education, or after-school programs</p> <p>Parent involvement</p> <p>Behavior and social problems of students</p> <p>Poverty</p> <p>Vacancies and turnover in staff</p> <p>Neighborhood characteristics</p> <p>Prevalence and nature of crime in neighborhood</p> <p>Attendance and absenteeism</p>	<p>Survey of curriculum and degree of implementation at each school.</p> <p>Collaborative practices</p> <p>Class sizes</p> <p>Walkthrough Data</p> <p>School Effectiveness Assessments</p> <p>School Quality Reviews</p> <p>Diagnostic Review</p> <p>Facility condition</p>
<b>Achievement Data</b>	<b>Perception Data</b>
<p>Summative Assessments</p> <p>Interim Assessments</p> <p>Formative Assessments</p> <p>Growth Percentile Rates</p>	<p>Surveys</p> <p>Focus Groups</p> <p>Interviews</p> <p>Observations</p>

**Exhibit D**  
**Types of Recommendations and Strategies Which Might Be Adopted for a Partnership School and Incorporated in its Individual Performance Plan**

Placement in an Innovation Zone  
Supports provided by the University Collaborative  
Adoption of Lead/Mentor Teacher Model  
Intervention Staff  
Standards-based Curriculum  
Interim Assessments  
New Staffing Models  
Leadership Training and Development  
Intense Teacher Training and Development

## **Exhibit E**

### **Initial Waivers; Flexibility; Resources**

**[To the extent permitted by law or grant requirements]**

#### ***Flexibility with Respect to State Reporting Requirements***

School System Review  
Interim Self-Assessment  
Program Evaluation Tool  
MEGS+ Budgeting (Consolidated Application)  
AdvancED Self Assessment or accompanied Reporting or State Required Equivalent (needed only for schools which are NCA accredited)

#### ***State Waivers that Allow for Extended Learning Time***

Labor Day Waiver – Allow for school(s) to open prior to Labor Day for a year-round, balanced, or extended year calendar.  
Common Calendar Waiver – Waive the requirement to adopt the ISD common calendar.

#### ***Reporting No Longer Required or Plans which no longer apply***

School Improvement Plan  
Quarterly Monitoring Reports – SRO  
PERIS Reporting  
Title I Diagnostic

- Parent Involvement Plan
- Home-School Compact
- Professional Development Plan

Quarterly Board Reports  
Unpacking Tool

#### ***Flexibility in Spending from Federal Funding Sources***

Approval of fully-funded and split-funded positions using Title I, Part A or Title II, Part A, such as:

- Behavior Interventionists – Individuals who may not possess teaching degrees, but are able to serve as facilitators to assist in managing student behavior. They can also serve as the Lead Consultant for implementation with programs such as PBIS, MiBLSi, Restorative Practices, Calm Classrooms, Etc.
- Lead and Master Teachers – Individuals that serve as both coaches and teachers of record. These teachers will coach for a portion of the day and manage their classroom for the other portion. They may also lead whole-school PD, lead a grade level or department PLC, participate in the instructional leadership team, and support school-wide systems.
- Technology Coach – Individuals who are able to provide support to teachers and students in the areas of technology integration and use of technical software.
- Paraprofessionals – Individuals should be allowed to supervise students during non-academic time for coordinated activities that extend the learning experience.



- Dean of Students – Individuals who support the MTSS process ensuring that students receive the necessary support with cognitive, social and emotional needs. This may include monitoring an in-school suspension room, planning intervention services, and designing individual learning plans for struggling students.
- Class Size Reduction (CSR) Teachers - Schools can use Title II, Part A to fund CSR teachers for the purpose of reducing class size, not to exceed 17 students in K thru 3<sup>rd</sup> grade classrooms.

Approval of split-funding strategies using Title I, Part A or Title II, Part A, such as:

- Intervention/Power Hour – Schools can designate supplemental core instruction time as Title-funded intervention hours (e.g., second math or ELA block).
- Intervention Co-Teacher – Highly qualified teachers to provide targeted, supplemental instruction in core content for elementary-middle school and high school classrooms.

Approval of funding flexibility for extended learning time stipends and recruitment, retention, and development of leaders and teachers using Title I, Part A and Title II, Part A.

- Scholarships to support graduate level courses for teachers in their areas of need. Allow these courses to count in plans of work that the teachers may engage in for advanced degrees or certification.
- Extended learning time stipends to compensate teachers and leaders for added academic time to the existing school day/year.
- Stipends to support ongoing professional development and coursework provided to our lead and mentor/master teachers by the district and University Collaborative.
- Recruitment/retention bonuses to recruit and retain experienced and effective teachers and leaders to and within our hardest-to-fill schools.

***Other Resources (pending funding)***

Algebra Nation

**Exhibit F  
Partners**

In addition to the parties to this Agreement, the initial partners for all Partnership Schools include, but will not be limited to the following:

University Collaborative

University of Michigan  
Michigan State University  
Wayne State University  
Eastern Michigan University

School-based Partners

Skillman Foundation  
DTE Energy  
General Motors  
City Year  
United Way  
Life Remodeled  
UAW Ford  
Lawrence Technological University  
Ford Motor Company  
Neighborhood Legal Services  
Community in Schools  
Black Family Development

Additional partners will be identified for each Partnership School as the recommendations and required supports are developed.

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