

Title [Appendix E: Partnership Agreement Template for Public School Academies]	ID Number [MDE-OPD-2018.01.08]
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Partnership Agreement for Public School Academies

THIS PARTNERSHIP AGREEMENT (Agreement) is entered on **January 26, 2018** between the Michigan Department of Education (MDE), Wayne RESA(RESA), the State School Reform/Redesign Officer (SRO), the **Detroit Public Schools Community District (DPSCD) Office of Charter Schools** and:

David Ellis Academy (DEA)
18977 Schaefer Hwy
Detroit, MI 48235
Tonette Hardison, Principal
Brian Logan, DEA Board President

(Each a “Party,” collectively “the Parties”).

The above-named Parties agree that upon the commencement date of this Agreement, they shall be deemed to have mutually agreed upon goals and outcomes for the Academy. The agreed upon goals and outcomes set forth in this Agreement shall be consistent with the educational goals and outcomes set forth in the Academy’s charter contract, which includes all charter contract amendments, issued to the Academy by the Authorizer (collectively the “Contract”). Contract goals will be amended to align to Partnership goals with the partnership goals superseding contract goals during this agreement. The partnership agreement will be between the MDE, RESA and the Public School Academy board.

The purposes, terms and conditions of this Agreement are as follows:

- 1) PURPOSE OF THIS AGREEMENT:** The Parties enter into this Agreement with the purpose of working collaboratively in setting [18]-month benchmarks and [36] month outcome goals for the Academy with the intent to significantly increase student achievement in the Academy school(s) named in this Agreement; and to determine the next level of accountability if the [18]-month benchmark(s) or [36]-month goal(s) set forth in this Agreement are not be met by the Academy.

Section 1280c, MCL 380.1280c, of the Revised School Code (Code) requires the Superintendent of Public Instruction (State Superintendent) to annually publish a list identifying the public schools in the State that MDE has determined to be among the lowest achieving 5% of all public schools in the State. Section 1280c, MCL 380.1280c, also requires the State Superintendent to issue an order placing each school on the list under the supervision of the SRO. MDE designates schools on the list as “Priority Schools.” The Academy school(s) subject to this Agreement are Priority Schools, and the SRO has the authority provided in Section 1280c, MCL 380.1280c, to address the lowest achieving schools that do not achieve improved academic performance for students attending the Priority School(s). The SRO is executing its statutory responsibilities by collaborating with the other Parties and Partners (as defined below) to this Agreement. This Agreement will further facilitate the achievement of that purpose, create greater stability, maintain

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school governance at the Academy, and avoid the threat of action by the SRO under Section 1280c. DEA is a Priority School and the Parties agree that the implementation of this Agreement is in the best interest of the students at DEA for its/their academic improvement.

Likewise, the Code requires that the Academy operate pursuant to the Contract issued by the Authorizer. The Code defines the Contract as the executive act taken by the Authorizer evidencing the authorization of the Academy and establishes, subject to the constitutional powers of the State Board of Education and applicable law, the written instrument executed by the Authorizer conferring certain rights, franchises, privileges, and obligations on the Academy and confirms the status of the Academy as a public school in this State. The Contracts contains specific requirements for the Academy to operate as a public school, including the educational goals and programs for the school, the curricula and methods of pupil assessment (collectively “Educational Program”). The Academy is required to implement the Educational Program identified in the Contract. The updated goals and benchmarks set forth in this contract shall be consistent with the newly identified Educational Program agreed upon in the partnership agreement. The Code provides that Authorizer is responsible for overseeing compliance by the Academy’s Board of Directors with the Contract and applicable law, but this responsibility does not relieve any other government entity of its own enforcement or supervisory responsibility.

2) TERMS AND CONDITIONS: The DEA Board of Directors retains control of the schools named in this Agreement. The Parties will provide mutually agreed upon support to the Academy to meet the benchmarks and goals defined below.

3) SCHOOLS SUPPORTED BY THIS AGREEMENT:

A. David Ellis Academy (DEA)

4) EIGHTEEN MONTH BENCHMARKS TO BE MET BY DEA

Goal 1: To improve reading proficiency.

A) Benchmark 1: By February 2020, 25% of K-3 students will perform at or above grade level as measured by the DRA assessment.

Benchmark 2: By February 2020, K-3 students will attain 1 years’ worth of growth as measured by the NWEA MAP assessment at or above grade level.

Benchmark 3: By February 2020, 25% of K – 8 students will perform at or above Grade level measured by the DRA Assessments.

Benchmark 4: By February 2020, students’ grades K-8 will show a 2.5% increase in the percent of all students meeting or exceeding national norm on the NWEA-MAP.

Goal 2: Develop and fully implement informational technology literacy.

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B) Benchmark 1: Teachers will receive professional learning PD’s in Technology Integration the Classroom by 2018-2019 school year.

Benchmark 2: DEA will hire a Technology Teacher with emphasis on Blended Learning by August 2018.

Benchmark 3: Technology will be added as an elective for the 2018-2019 SY.

Benchmark 4: Increase the number of student projects as aligned to the curriculum, that require research or presentations from zero to 1 per trimester by February 2020.

Benchmark 5: Fifty Chromebooks will be purchased by July 2018.

C) Goal 3: Family Engagement: DEA will develop a Family Engagement Plan based on data.

Benchmark 1: DEA will increase parent participation rate of at least 15% of families at DEA hosted events.

5). THIRTY-SIX MONTH GOALS TO BE MET BY DEA

Goal 1: To improve reading proficiency.

Benchmark 1: By January 2019, K-5 Teachers and Reading in Middle School, Support Staff (including reading specialist and interventionists) will receive professional learning in Guided Reading.

- a. Observable, measurable benchmark
- b. Implemented with fidelity and aligned with the curriculum
- c. Teacher’s level of comfort and competency (survey, self-assessment)

After the PD, leadership will continue to conduct bi-weekly walk-throughs to monitor small-group instruction, anchor charts, use of academic vocabulary, and the use of A-Z program. Focus on phonemic awareness, comprehension, fluency, vocabulary, and phonics.

Benchmark 2: 50% of K-3 students will perform at or above grade level as measured by the DRA Assessment by January 2021.

Benchmark 3: Students grades K-8 will show a 5% increase in the percent of all students meeting or exceeding national norm (achievement percentile of 50 or higher) on the NWEA-MAP in the 2020-2021 school year.

Goal 2: Develop and fully implement informational technology literacy. DEA students and teachers will expand informational technology literacy by increasing the utilization of technology in the classroom as measured by the number of computers available per student and the number of lessons that integrate technology during instruction time. Research shows that comprehensive models that integrate computer-assisted instruction with other activities as a core reading program appear to produce the largest improvements in reading scores. (Appalachia Regional Comprehensive Center. April 2013. Research brief: Does educational technology improve student

learning outcomes?) Technology can also produce high level of student engagement and lend itself to differentiated instruction. If informational technology literacy is improved, student academic success will increase. Teacher goals will be set to ensure compliance to the new requirements. Studies show Student Engagement will increase when technology is used in the classroom.

D) Goal 3 – Family Engagement: DEA will develop a Family Engagement Plan based on data.

Benchmark 1: DEA will increase parent participation rate of at least 25% of families at DEA hosted events.

6) ANALYSIS OF RELEVANT DATA

A) Analysis of Spring 2017 NWEA Map Reading data supports the 36-month Goal 1 and or 18-month benchmark because the data indicated a need to increase more students to be at or above grade level of 5% by 36 months and 2.5% by 18 months. Analysis of Fall DRA data supports the 36-month Goal 1 and or 18 month benchmark because the data indicated a need for students to be on their grade level instructional levels by the end of the school year.

Data from MAP Grade Report

Grade	Spring 2017	18 month goal (+2.5%)	36 month goal (+ 5%)
K	29%	31.5%	34%
1	17%	19.5%	22%
2	22%	24.5%	27%
3	17%	19.5%	22%
4	29%	31.5%	34%
5	10%	12.5%	15%
6	7%	9.5%	12%
7	30%	32.5%	35%
8	32%	34.5%	37%

B) Analysis of teacher surveys and observations of student pre-tests, it supported the 36-month goal and 18-month benchmark because we noticed our teacher capacity did not allow for effective technology integration. Also, student performance on pre-tests indicated a lack of technology skills.

C) Analysis of parent participation sign-in data of parent meeting and events indicated a need to increase parent participation from 9 % participation to 25% for June 2021 and 15% by February 2020.

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Goal 1: Our comparative analysis currently consists of the use of triangulation data

points that determine the learning trends and specific needs of individual student to differentiate instruction. Fall, Winter and Spring scores from DRA and NWEA will be used to analyze student growth performance. DPSCD Fall, Winter and Spring Targets, which require students to meet 70% of the College Readiness scores, will be considered in the measurement of student growth based on NWEA MAP Data.

Goal 2: Our monitoring system of technology integration will include the review of lesson plans and assessments of student projects integrating technology by August 2018. The monitoring process will include a review of the number of student projects by trimester/school year as indicated in lesson plans and walk-through observations. A baseline data point using MSTEP and NWEA online tools will be used as a pre-assessment of the students’ skill set. A rubric will be created for student projects to assess the mastery level of performance by August 2018. Teacher and students’ perception surveys will be given to collect data on growth performance of each group. The target groups of the surveys will be all teachers and students grade 6th-8th. The surveys will focus on the following:

- a. How have (teacher and student) skills improved?
- b. Ways teachers are using the technology to differentiate instruction

Goal 3: To engage our families through workshops and other events, we will provide the families with a Family Needs Survey to gather data to inform our team on how to plan family events. Our data collection and monitoring system will include the collection of sign-in sheets from each event. A post event survey/exit tickets will be given immediately following each event to assess how we met the needs and to inform areas of improvement. Photos will also be taken at larger events to provide evidence of Family Engagement.

7) STRENGTHS AND WEAKNESSES OF DEA

A) STRENGTHS

DEA has a strong Collaborative Culture that works together to do the following:

- Share best practices
- Conduct Academic Planning together
- Commonly use the Data Protocol template
- Offer Peer-to-Peer feedback
- Includes teacher planning time on its professional development PD calendar
- Systems are established and implemented
- Regular Data Protocol Meetings are held with the teaching team
- The meetings are used to analyze data to inform instruction

Common Core State Standard (CCSS) Curriculum alignment - Progress monitoring of DEA’s pacing guide curriculum resources is conducted by bi-weekly assessments and small group instruction with flexible grouping. Instructional grouping is determined by DRA reading levels and the Learning Continuum. Individual learning plans are determined through the NWEA

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Learning Continuum and Exact Path. This process is observed through weekly review of lesson plans, classroom walkthroughs and data protocol meeting facilitation.

- DEA worked in the Spring of 2017 to create a Pacing Guide
- Pacing is monitored to ensure the integrity of the timeline

Curriculum Resources

- Numerous curriculum resources are used as Data Points
- NWEA Learning Continuum
- Exact Path Computerized Adaptive Program (Edmentum)
- Developmental Reading Assessments (DRA)
- Reading A-Z Online Reading Program

b. CHALLENGES

Workforce Development (includes recruitment, retention and capacity) – To address issues with workforce development, the Academy will increase our recruitment efforts by developing partnerships with colleges and universities. The school will continue with the comprehensive new teacher induction program upon hiring individuals that provide peer mentoring, supervision, coaching and feedback of instruction by administration and groom current staff for leadership roles.

- Reading Proficiency as measured by NWEA MAP scores
- Technology Integration into the classroom as a normal operation

8) STRATEGIES TO MEET PARTNERSHIP GOALS AND BENCHMARKS:

Strategies for Goal 1: Teacher Professional Development in Guided Reading by August 31, 2018.

1. Hire a reading specialist
 - Wayne County Regional Educational Service Agency (Wayne RESA) has agreed to network the position.
2. 70% of staff would complete the initial guided reading professional development in grades K-8.
3. K-5 self-contained teachers, middle school ELA teacher and paraprofessionals.
4. The PD will be On-going/Continuous
5. After the PD, leadership will continue to conduct bi-weekly walk-throughs to monitor small-group instruction, anchor charts, use of academic vocabulary, and use of the Reading A-Z reading booklets. The focus will be on phonemic awareness, comprehension, fluency, vocabulary, and phonics.
6. Measured by sign-in sheets, PLC notes, walkthrough observation artifacts

Strategies for Goal 2: With the use of technology integration, students will employ multiple intelligences to work within core content areas including reading. Teachers can engage students

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in the instructional delivery of the curriculum with the inclusion of smartboards, mobile labs and direct instruction of technology skills through the technology elective course. Students can enrich their learning and expand their skill-set through global exposure with the completion of research and presentations using technology.

1. Additional practice test time during new technology elective time will be added by August 2018.
2. Add an additional mobile computer lab for student use.
3. Teachers will be expected to use technology across all subject areas.
4. Differentiation for students across all levels of learning.
5. Multiple intelligences

Strategies for Goal 3: Family informational meetings will take place prior to the commencement of scheduled student showcases throughout the year. This time will be used to inform, survey and present useful information, processes and strategies that will support the development and academic achievement of students.

1. Utilize the first 20 minutes of existing student showcase events as a time to share Information.
2. Host Family Universities that include Skill Building
3. Family University discussing Eureka Math
4. Grade Level Specific Event
5. Round Table Discussions
6. Student Led Conferences

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

Professional Learning Needed for Goal 1:

1. On-going DRA Training is needed for new and existing teachers.
2. Guided Reading PD before August 2018.
3. Wayne County Regional Educational Service Agency (Wayne RESA) will provide support by offering the session at no charge to DEA.

Professional Learning Needed for Goal 2:

1. Technology Integration in the Classroom
2. Wayne County Regional Educational Service Agency (Wayne RESA) will provide on-going coaching and PD through August 2019.

Professional Learning Needed for Goal 3:

1. Culturally Responsive Teaching PD provided by Wayne County Regional Educational Service Agency (Wayne RESA) by February 2020.

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

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- a. The DEA Board will be charged with monitoring the progress of the school towards the Benchmark and Partnership Goals holding the school and the Management Company responsible for the outcomes.

11.) Principal of DEA and Academy Board Member ROLE AND ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- b. Provide monthly updates to the Academy’s Board of Directors regarding the status of the Academy as relates to the implementation of this Agreement and the achievement of the goals defined herein.
- c. At least bi-annually, the Academy’s Principal shall convene a community meeting and shall provide attendees with an update regarding the status of the Academy as relates to the implementation of this Agreement and the achievement of the goals defined herein.

12) BARDWELL GROUP ACTIONS TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- d. Establish monthly partnership accountability team meeting to discuss and review progress
- e. Bardwell Group Human Resources Department will support the Workforce Development Initiative
- f. Assist with reports for the various stakeholders

13) DPSCD ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- g. Ensure alignment to the DPSCD contract.
- h. Ensure that the Board is monitoring appropriately.
- i. Provide additional support (i.e. training, school resources).

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

- j. Attend monthly partnership accountability team meetings to discuss and review progress.
- k. Identify and provide appropriate professional development and other supports as agreed upon by the parties.

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

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

- a. Establish monthly partnership accountability team meeting to discuss and review progress.
- b. Determine what supports are needed.

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.

a. Year 1

- i. Purchased Services of \$50,000 will be paid via General Fund.
- ii. Professional Learning of \$21,000 will be paid via Title II Part A.
- iii. Supplies and Materials of \$500 will be paid via General Fund.
- iv. Other Expenditures

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1. \$26,570 will be paid via 31a At Risk
2. \$4,000 will be paid via General Fund

b. Year 2

- i. Purchased Services of \$50,000 will be paid via General Fund.
- ii. Professional Learning of \$6,000 will be paid via Title II Part A
- iii. Supplies and Materials of \$200 will be paid via General Fund.
- iv. Other Expenditures of \$4,000 will be paid via General Fund.

c. Year 3

- i. Purchased Services of \$50,000 will be paid via General Fund.
- ii. Professional Learning of \$6,000 will be paid via Title II Part A
- iii. Supplies and Materials of \$200 will be paid via General Fund.
- iv. Other Expenditures of \$4,000 will be paid via General Fund.

16) PARTNERS: Wayne County Regional Educational Services: The Parties serve as the primary decision-making bodies for purposes of this Agreement. The following entities have been identified and will serve as additional partners (collectively “the Partners”) in pursuit of achieving the benchmarks and goals defined in this Agreement:

- A) Providing sample evaluation tools and suggesting strategic adjustments for consideration by the Partnership Public School Academy
- B) Other supports which may be requested by the Partnership Public School Academy
- C) Identifying curriculum options for adoption at the Partnership Public School Academy
- D) Providing training and ideas to support strategies
- E) Identifying potential partners and resources

17) ADDITIONAL SCHOOLS: The parties agree that other David Ellis Academy schools may be added and become subject to this Agreement upon the request of the Academy Board of Directors. If this Agreement is amended by the Parties to add additional Academy schools, the amended Agreement will not take effect until it is incorporated into the Contract by amendment approved by the Academy and Authorizer. At the time any additional Academy schools become subject to this Agreement shall apply prospectively to the added school(s) as if this Agreement had become effective on the date they were added.

18) TERM OF AGREEMENT:

- A) Except as otherwise provided in this section, the Agreement shall commence on the date of the last signature affixed below and expire at the end of the [third] complete school year after that date. The term of this Agreement shall not extend past the term of the Contract.
- B) The board, the authorizer or the MDE may terminate this Agreement early upon delivery of written notice to all Parties at least 30 days in advance of the prospective termination date. Termination of this Agreement by any Party for any reason shall not affect the rights and obligation of the Parties accrued prior to the effective date of termination of this Agreement. This includes, but is not limited

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to, imposition of the Next Level Accountability Measures defined elsewhere in the Agreement.

- C) If any of the above-named Parties terminates this Agreement, that Party shall not be liable for any costs resulting from or related to the termination, including but not limited to, consequential damages or any other costs incurred by any other Party.
- D) A termination of this Agreement by any Party shall not affect the term of the Contract.
- E) In the event that the Authorizer terminates or does not reauthorize the Contract, this Agreement shall automatically terminate on the same day as the Contract terminates without any further action of the Parties.
- F) A Partner does not have the ability to terminate this Agreement, but a Partner does have the ability to withdraw from the Agreement upon 30 days' notice to the Parties.

19) NEXT LEVEL ACCOUNTABILITY MEASURES:

- A) If the Academy school covered by this Agreement does not meet the 18-month benchmark(s) set forth in this Agreement, the Authorizer may reconstitute the Academy in accordance with the Contract and the Code, and in conjunction and notification to the MDE of this option. The reconstitution will minimally consist of a new school board and/or management organization.
- B) If the Authorizer elects not to reconstitute the Academy for the Academy school(s) not meeting the 18-month benchmark(s) set forth in this Agreement, the SRO may implement one of the Next Level of Accountability Measures at the end of the [second][third] school year:
 - 1) Recommend to the State Superintendent the appointment of a Chief Executive Officer in the Academy as authorized under Section 1280c of the Code, MCL 380.1280c; or
 - 2) If the Academy school(s) covered by this Agreement [meet][meets] the criteria for closure under section [507][528](5) and (6) of the Code, MCL 380.[507][528](5) and (6), the SRO may issue a notice to the Authorizer that the Academy school(s) identified in this Agreement shall be closed before the start of the next school year.
- C) If after the third full year of test results, it appears that the Academy school(s) covered by this Agreement will fail to meet the 36 month goal(s), the Authorizer shall give notice to the Academy that the Contract will be amended at the end of the current school year, without further action of the Authorizer and Academy, to eliminate the Academy's authority to operate the Academy school(s) subject to this Agreement. If all Academy schools are covered by this Agreement and are closed for failing to meet the 36-month goal(s), then the Authorizer shall notify the Academy that the Academy's Contract shall be terminated at the end of the current school year or, if the Academy is in the Contract reauthorization process, that the Contract will not be reauthorized.

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- D) Consistent with the Contract, nothing in this Agreement shall prevent the Academy or Authorizer from exercising other termination or revocation rights set forth in the Contract or under applicable law.
- E) Consistent with the Contract and applicable law, nothing in this Agreement shall prevent the Academy from exercising the applicable legal and appropriate rights if it does not agree with the next level of accountability imposed by the SRO.

20) COMMUNITY ENGAGEMENT: The following actions will be completed by DEA, Tonette Hardison, the DEA Board of Directors, and Partners to ensure that the school community is meaningfully engaged in the implementation of this Agreement:

- C) YMCA will complete a health and wellness workshop for families by February 2020.
- D) KPMG will conduct storytelling sessions to students K-8 and donate books to students to encourage 20-minute reading at home by June of 2019.
- E) Michigan First will conduct a financial literacy workshop for families by February 2020.

21) CHECKLIST OF ACTIONS: The following actions will be completed by DEA, Tonette Hardison, DEA Board of Directors and Partners as specified below:

- F) By February 12, 2018, create a communication plan to share the signed Partnership Agreement with partners, ISD, staff, families, students and community members.
- G) By March 1, 2018 create a transition plan from the date of the Partnership Agreement to August 3, 2018 to ensure that all current accountability measures and protocols are properly aligned to the Partnership Agreement
- H) By June 29, 2018, create an implementation plan to ensure that all components of the Partnership Agreement are placed into a comprehensive document delineating tasks accomplished by year, persons responsible for monitoring completion of tasks, and discussion relevant issues regarding this agree

22) FUTURE MEETING DATES: DEA and MDE have established the following meeting dates to engage in collaborative discussion, gauge implementation progress, identify barriers, and discuss relevant issues regarding this Agreement:

- I) Partnership Accountability Team Meetings Members:
 - i. Authorizer, Management Company Representative, Principal, Community Member, Wayne County Regional Educational Service Agency (Wayne RESA), MDE Liaison
- J) Partnership Accountability Team Meetings (90 Minutes)
 - i. Consisting of a representative from the Authorizer, the Management Company Representative, Community, Wayne County Regional Educational Service Agency (Wayne RESA) and the Principal

1. March 22, 2018 @ 9:30am – 11:00am
2. April 26, 2018 @ 1:30pm – 3:00pm
3. May 24, 2018 @ 9:30am – 11:00am

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- 4. June 22, 2018 @ 9:00am (Summer Month Check-ins via conference call)
- 5. August 22, 2018 @ 9:30am – 11am
- ii. By June 30 of each of the following years covered under this agreement, monthly meeting dates will be decided for the ensuing academic school year.

23) AMENDMENTS: If a Party requests modification of this Agreement, the Parties shall, upon reasonable notice of the proposed modification by the Party desiring the change, confer in good faith to determine the feasibility of such modification. Any modification of this Agreement approved by the Parties will not take effect until it is incorporated into the Contract by amendment approved by the Academy and Authorizer. A Partner does not have the right to request modification to this Agreement

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) INVALIDITY OR ENFORCEABILITY; SEVERABILITY; CONFLICT WITH CONTRACT: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable by any court of competent jurisdiction in part or degree will be severed from the Agreement, and the Agreement will remain in full force and effect to the extent not held invalid or unenforceable. If any provision of this Agreement conflicts with a provision in the Contract, the Contract provision shall control.

19) 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.

20) 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.

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

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22) 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.

23) NO INDEMNIFICATION: There shall be no indemnification of any Party by any other in regard 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.

24) NOTICES: Any notice to be given in connection with any of the terms or provisions of this Agreement shall be in writing and be given in person, by electronic mail, facsimile transmission, courier delivery service or by U.S. mail, and shall become effective (a) on delivery if given in person, (b) on the date of delivery if sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods or by courier delivery service, or (c) four business days after being deposited in the mail, with proper postage for first-class registered or certified mail, prepaid.

Until notified in writing by the appropriate Party of a change to a different address, notices shall be addressed as follows:

- i) If to the Academy:
David Ellis Academy
18977 Schaefer Hwy
Attn: Tonette Hardison, DEA Principal, thardison@davidellisacademy.com
Brian Logan, President Board of Directors, blogan@davidellisacademy.com

- ii) If to Authorizer:
Detroit Public Schools Community District
Fisher Building, 9th Floor
3011 W. Grand Blvd
Detroit, MI 48202
Attn: Jendayi Gardner, Ph.D., Senior Deputy Executive Director of Charter Schools
Email address: jendayi.gardner@detroitk12.org

- iii) If to Michigan Department of Education:
608 W. Allegan Street
P.O. Box 30008
Lansing, MI 48909
Attn: Superintendent of Public Instruction
Email address: whistonb@michigan.gov

- iv) If to SRO:
608 W. Allegan Street
P.O. Box 30008
Lansing, MI 48909

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Attn: State School Reform/ Redesign Officer
Email address: _____

- v) If to Wayne RESA:
33500 Van Born Rd.
Wayne, MI 48154
Attn: Markita Hall
Email address: _____

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

Michigan Department of Education

David Ellis Academy

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

DEA Board of Directors President

DPSCD Office of Charter Schools

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Wayne County Regional Educational Service Agency (Wayne RESA)

<Union Representative or entity name>

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

<Partner organization or entity name>

<Partner organization or entity name>

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

<Partner organization or entity name>

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Date: _____

Date: _____

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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.

Thirty-Six Month Budget Overview

PARTNERSHIP AGREEMENT YEAR	SALARIES	BENEFITS	PURCHASED SERVICES	PROFESSIONAL LEARNING	SUPPLIES & MATERIALS	OTHER EXPENDITURES*	TOTAL EXPENDITURES
1			\$50,000	\$21,000	\$500	\$30,570	\$102,070
2			\$50,000	\$6,000	\$200	\$4,000	\$60,200
3			\$50,000	\$6,000	\$200	\$4,000	\$60,200
GRAND TOTAL							

***OTHER EXPENDITURES**

110 Chromebooks @ \$207

4 Lockcarts @ \$925

Family Engagement @ \$4,000

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

Michigan Department of Education

Name: _____

Title: _____

Date: _____

David Ellis Academy

Name: Tonette Hardison

Title: Principal

Date: 1-26-18

DEA Board of Directors President

Name: _____

Title: Board - Treasurer

Date: 1/26/2015

DPSCD Office of Charter Schools

Name: _____

Title: Operations Manager

Date: 1/26/18

Wayne County Regional Educational Service Agency (Wayne RESA)

<Union Representative or entity name>

Name: Randy Liepa

Title: Superintendent

Date: 1/26/18

Name: _____

Title: _____

Date: _____

<Partner organization or entity name>

Name: Veressa A. Keasr

Title: Deputy Superintendent M/E

Date: 1/26/18

<Partner organization or entity name>

Name: _____

Title: _____

Date: _____

<Partner organization or entity name>

Name: Marita Jace

Title: Manager Educational Services

Date: 1.26.18

<Partner organization or entity name>

Name: _____

Title: _____

Date: _____