## Partnership Agreement Enactment & Amendment History

<table>
<thead>
<tr>
<th>Partnership District</th>
<th>El-Hajj Malik El-Shabazz Academy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partnership Agreement</td>
<td>March 2018</td>
</tr>
<tr>
<td>Amendment 1</td>
<td>July 2, 2018</td>
</tr>
<tr>
<td>Amendment 2</td>
<td>November 26, 2018</td>
</tr>
<tr>
<td>Amendment 3</td>
<td></td>
</tr>
</tbody>
</table>
Partnership Agreement for Public School Academies
March 2018

THIS PARTNERSHIP AGREEMENT with El-Hajj Malik El-Shabazz Academy is entered on May 21, 2018 between the Michigan Department of Education (MDE), the State School Reform/Redesign Officer (SRO), Central Michigan University and:

El-Hajj Malik El-Shabazz Academy
1028 W. Barnes
Lansing, MI 48910
Ms. Angela Rodriguez, Superintendent and Chief School Administrator
Mrs. Cordree McConnell, Academy Board President
Central Michigan University, Authorizing Agent

(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”).

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 El-Hajj Malik El-Shabazz Academy 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.

Michigan Law requires the Superintendent of Public Instruction (State Superintendent) to 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. The Academy school(s) subject to this Agreement are either identified as Comprehensive Support and Improvement (CSI) Schools or are electively added to this agreement per the request of El-Hajj Malik El-Shabazz Academy Board. Under Michigan Law, the SRO has the authority provided in MCL 380.1280c to address chronically failing schools to achieve superior academic performance for students at those school. The SRO is executing its statutory responsibilities defined in MCL 380.1280c by assigning the oversight of the Academy school(s) named in this agreement to the Michigan Department of Education (MDE) for the duration of this agreement, pending the Next Levels of Accountability (NLA) defined in Paragraph 20 do not require implementation as defined therein. This partnership agreement will further facilitate the achievement of that purpose, create greater stability, maintain school governance at the Academy, and avoid the threat of action by the SRO under Section 1280c.
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.

It is mutually agreed by all parties to this agreement that the implementation of this partnership agreement is in the best interest of the students at El-Hajj Malik El-Shabazz Academy for its/their academic improvement.

2) TERMS AND CONDITIONS: El-Hajj Malik El-Shabazz Academy 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) El-Hajj Malik El-Shabazz Academy a K-6 building

4) EIGHTEEN MONTH BENCHMARKS TO BE MET BY El-Hajj Malik El-Shabazz Academy:
   a) We will have a viable and guaranteed curriculum, materials and resources, fully implemented.
      1: 75% of teachers will be trained and proficient on the curriculum creator online platform.
      2: 75% of the teachers will be trained in high strategies designed to improve academic outcomes.
      3: All tier 3 students will receive additional academic support from math and ELA specialists/interventionists.
   b) Disciplinary referrals, suspensions, and expulsions will decrease by 10% or more.
      1: Incentives in the classroom, and school wide monthly awards and recognitions.
      2: We will develop an early warning system for tier 3 behavioral students who have 3 or more suspensions and each one will be assigned an in school mentor. We will use Power School to alert us to truancy and behavioral alerts and online assessments for progress monitoring in math and reading.
3: A student support coordinator and a behavior interventionist will support positive behavior interventions in the classroom.

c) **Daily attendance and promptness to school and class (i.e. staff meetings, physical education, computers, library, breakfast and lunch) will increase by 10% or more for teachers and students.**
1: We will be having staff trained on PowerSchool so we can have a full implementation.
2: Student incentives will be given for perfect attendance (3 absences of less) per marking period.

5) **THIRTY-SIX MONTH GOALS TO BE MET BY El-Hajj Malik El-Shabazz Academy:**
a) **Student growth and student proficiency will increase by 10% or more on the M-STEP for each consecutive year.**
1: We will have a guaranteed curriculum secured through curriculum crafter and viable curriculum that ensures that what is being taught is what will be tested on the high stakes exams.
2: A viable curriculum that ensures that the teachers and students have adept time to teach it and learn it. The curriculum being taught is the one being tested.
3: Teacher training and student intervention systems will in place to assist students who need academic support.

b) **Disciplinary referrals, suspensions, and expulsions will decrease by 10% or more.**
1: All leadership, instructional and support staff (i.e. secretaries, janitors, transportation, cafeteria employees) will be trained in PBIS (positive behavior intervention supports).
2: A student incentive and student recognition programs will be developed to encourage positive behavior.

c) **Daily attendance and promptness to school and class (i.e. staff meetings, specials, breakfast, lunch) will increase by 10% or more for teachers and students.**
1: Teacher incentives will include reserved parking space, dinner for two at a local restaurant, $25 per marking period for those teachers who have less than 3 absences per marking period.
2: Student incentives will include bi-weekly classroom incentives by the teacher along with monthly school-wide awards and recognition.

6) **ANALYSIS OF RELEVANT DATA**
a) M-STEP over the last 3 years has made us reflect on our lack of social studies and science curriculum (see charts below). We need to implement curriculums that address the Common Core State Standards and are student engaging. We need a coordinated intervention program to help all students be successful.

<table>
<thead>
<tr>
<th>GRADE 3</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELA/Proficient</td>
<td>03%</td>
<td>08%</td>
<td>00%</td>
</tr>
<tr>
<td>ELA/Part Proficient</td>
<td>20%</td>
<td>21%</td>
<td>09%</td>
</tr>
<tr>
<td>Subject</td>
<td>2015</td>
<td>2016</td>
<td>2017</td>
</tr>
<tr>
<td>---------------</td>
<td>------</td>
<td>------</td>
<td>------</td>
</tr>
<tr>
<td>ELA/Not Proficient</td>
<td>78%</td>
<td>71%</td>
<td>91%</td>
</tr>
<tr>
<td>MATH/Proficient</td>
<td>00%</td>
<td>12%</td>
<td>06%</td>
</tr>
<tr>
<td>MATH/Part Proficient</td>
<td>37%</td>
<td>33%</td>
<td>17%</td>
</tr>
<tr>
<td>MATH/Not Proficient</td>
<td>63%</td>
<td>54%</td>
<td>77%</td>
</tr>
<tr>
<td>SS/Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SS/Part Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SS/Not Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SCI/Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SCI/Part Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SCI/Not Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>ELA/Proficient</td>
<td>10%</td>
<td>08%</td>
<td>03%</td>
</tr>
<tr>
<td>ELA/Part Proficient</td>
<td>21%</td>
<td>15%</td>
<td>06%</td>
</tr>
<tr>
<td>ELA/Not Proficient</td>
<td>69%</td>
<td>77%</td>
<td>91%</td>
</tr>
<tr>
<td>MATH/Proficient</td>
<td>02%</td>
<td>08%</td>
<td>00%</td>
</tr>
<tr>
<td>MATH/Part Proficient</td>
<td>48%</td>
<td>40%</td>
<td>29%</td>
</tr>
<tr>
<td>MATH/Not Proficient</td>
<td>48%</td>
<td>52%</td>
<td>71%</td>
</tr>
<tr>
<td>SS/Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SS/Part Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SS/Not Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SCI/Proficient</td>
<td>02%</td>
<td>00%</td>
<td>00%</td>
</tr>
<tr>
<td>SCI/Part Proficient</td>
<td>02%</td>
<td>12%</td>
<td>03%</td>
</tr>
<tr>
<td>SCI/Not Proficient</td>
<td>95%</td>
<td>89%</td>
<td>97%</td>
</tr>
<tr>
<td>ELA/Proficient</td>
<td>09%</td>
<td>14%</td>
<td>00%</td>
</tr>
<tr>
<td>ELA/Part Proficient</td>
<td>14%</td>
<td>29%</td>
<td>23%</td>
</tr>
<tr>
<td>ELA/Not Proficient</td>
<td>77%</td>
<td>57%</td>
<td>71%</td>
</tr>
<tr>
<td>MATH/Proficient</td>
<td>03%</td>
<td>07%</td>
<td>00%</td>
</tr>
<tr>
<td>MATH/Part Proficient</td>
<td>23%</td>
<td>25%</td>
<td>18%</td>
</tr>
<tr>
<td>MATH/Not Proficient</td>
<td>74%</td>
<td>68%</td>
<td>82%</td>
</tr>
<tr>
<td>SS/Proficient</td>
<td>03%</td>
<td>00%</td>
<td>00%</td>
</tr>
<tr>
<td>SS/Part Proficient</td>
<td>46%</td>
<td>36%</td>
<td>23%</td>
</tr>
<tr>
<td>SS/Not Proficient</td>
<td>51%</td>
<td>64%</td>
<td>77%</td>
</tr>
<tr>
<td>SCI/Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SCI/Part Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SCI/Not Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>ELA/Proficient</td>
<td>31%</td>
<td>14%</td>
<td>16%</td>
</tr>
<tr>
<td>ELA/Part Proficient</td>
<td>38%</td>
<td>36%</td>
<td>16%</td>
</tr>
<tr>
<td>ELA/Not Proficient</td>
<td>31%</td>
<td>50%</td>
<td>68%</td>
</tr>
<tr>
<td>MATH/Proficient</td>
<td>24%</td>
<td>32%</td>
<td>00%</td>
</tr>
<tr>
<td>-----------------</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
</tr>
<tr>
<td>MATH/Part Proficient</td>
<td>41%</td>
<td>25%</td>
<td>11%</td>
</tr>
<tr>
<td>MATH/Not Proficient</td>
<td>35%</td>
<td>43%</td>
<td>89%</td>
</tr>
<tr>
<td>SS/Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SS/Part Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SS/Not Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SCI /Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SCI /Part Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SCI /Not Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

7) STRENGTHS AND WEAKNESSES OF El-Hajj Malik El-Shabazz Academy

**Strengths include:**

a) We are small enough to make a BIG difference.
b) We have an aligned mission and vision.
c) We provide additional opportunities such as bussing, after school activities, free summer programs.

**Weakness or opportunities include:**

d) We have a lack of certified teachers.
e) We have a lack of parent support.
f) We have a student absenteeism problem.

8) STRATEGIES TO MEET PARTNERSHIP GOALS AND BENCHMARKS:

a) Goal 1 – Recruit and retain certified teachers and provide incentives for them to stay. Recruiting at job fairs, posting on Indeed, intensive interview process, and mentoring new staff relationships from the initial hire. Professional development will last 9 days before the start of school with curriculum trainers. Professional development surveys, first year reflection journal, sign in sheets at all staff and committee meetings. Data meetings with all teaching staff twice a month to build our capacity level while ensuring mission and vision aligned to the Academy’s goals.

b) Goal 2 – Leadership will serve as instructional leaders to ensure academic rigor and fidelity of instruction. Weekly observations will be taking place by the Curriculum Director, ELA specialist, Math Specialist and the Principal. These will be discussed amongst the leadership team and during data meetings with the teachers.

c) Goal 3 – An early warning system will be set up to monitor student absences and referrals. Make an effort to build partnerships with the IISD. Learn how to engage students in the curriculum in ways that excite them to learn. Work on parent education and their responsibilities in their child/ren education. This may include making home visits.

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

a) Request RAG (Regional Assistance Grant) funds.

b) All staff need professional learning on the curriculum and materials we are using to teach as well as on student engagement and promoting enthusiasm in learning.
c) All staff will receive professional learning in cultural competence so we are better able to work with our demographic of families.

10) BOARD OF DIRECTORS ROLE AND ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND PARTNERSHIP GOALS:
   a) The School Board President will support the relay of information to other stakeholders.
   b) The Vice President will assist in making sound decisions for personnel.
   c) School Board’s Treasurer will assist with financial obligations.
   d) The Board’s Secretary and Curriculum Chair will support us with academic decisions.

11) ROLE AND ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:
   a) The school administrators will 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.
   b) The school administrators will convene a community meeting and shall provide attendees with an update regarding the status of the Academy as it relates to the implementation of this Agreement and the achievement of the goals defined herein at least bi-annually.

12) EMPLOYEE ACTIONS TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:
   a) Employees will attend scheduled professional development sessions for full implementation of new curriculum and new strategies.
   b) Staff will discuss progress on Partnership Agreement goals quarterly to monitor progress.
   c) Staff will maintain student data and collaborate weekly during common planning time for us to be successful in educating students.

13) Central Michigan University ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:
   a) Provide data analytics to support the Academy in making data-informed decisions.
   b) Provide professional development opportunities to the Academy Board in an effort to support its governance responsibility to ensure significant academic improvement.
   c) Provide contact information of other CMU-authorized charter public schools for networking and resource connections.

14) MDE ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:
   a) An MDE Assigned Partnership Agreement Liaison will serve as primary point-of-contact for MDE.
   b) Establish monthly partnership accountability team meetings to discuss and review progress.
c) Determine what supports are needed.

15) **BUDGET:** State aid pays for general education teachers, supplies, administration, bus drivers, and maintenance on the building. We are in need of additional funds for new curriculum purchases along with professional development. As well as additional people to provide interventions to assist with targeted individualize students. To assist teachers with tiered instruction.

16) **PARTNERS:** 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) Curriculum Crafter
      1) To provide professional learning as well as housing our curriculum and lesson plans.
      2) Offer staff resources and strategies
   b) Power School
      1) Provide professional learning and support for maintain grades, attendance and other forms for Academy use.
   c) A MDE Consultant

17) **ADDITIONAL SCHOOLS:** Not Applicable

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, SRO 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 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 Parties fail to sign this agreement within 90 days, the Authorizer shall implement one of the following Next Level of Accountability Measures:
   1) Reconstitute
   2) Closure

b) If the Academy fails to sign this agreement within 90 days, and the Authorizer fails to implement one of the Next Level of Accountability Measures defined in subsection A, within 45 days of being notified by the OPD, the State School Reform/Redesign Officer will implement one of the Next Level of Accountability Measures defined in subsection A.

c) If the Academy school(s) covered by this Agreement does not meet the 18-month benchmark(s) set forth in this Agreement, the Authorizer shall implement one of the following mutually agreed upon Next Level of Accountability Measures:
   1) Reconstitute
   2) Closure

d) If the Academy school(s) covered by this Agreement does not meet the 18-month benchmark(s) set forth in this Agreement, and the Authorizer fails to implement one of the Next Level of Accountability Measures defined in subsection C, within 45 days of being notified by the OPD, the State School Reform/Redesign Officer will implement one of the Next Level of Accountability Measures defined in subsection C.

e) If the Academy school(s) covered by this Agreement does not meet the 36-month goal(s) set forth in this Agreement, the Authorizer shall implement one of the following mutually agreed upon Next Level of Accountability Measures:
   1) Reconstitute
   2) Closure

f) If the Academy school(s) covered by this Agreement does not meet the 36-month benchmark(s) set forth in this Agreement, and the Authorizer fails to implement one of the Next Level of Accountability Measures defined in subsection E, within 45 days of being notified by the OPD, the State School Reform/Redesign Officer will implement one of the Next Level of Accountability Measures defined in subsection E.

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 El-Hajj Malik El-Shabazz Academy, the school administrators, the Academy Board of Directors, and Partners to ensure that the school community is meaningfully engaged in the 18 months of this Agreement:

   a) Lansing Community College will work with our teachers to provide academic support by providing tutors. Their help will be with targeted identified students.
b) Grace Baptist Church provides us the opportunity for our students to be tutored.
c) St. Stephens Church provides us opportunities to send students to robotics classes.
d) Boys and Girls Club provides us with tutoring opportunities on their site for our students.

21) **CHECKLIST OF ACTIONS:** The following actions will be completed within 18 months by **El-Hajj Malik El-Shabazz Academy**, the school administrators, the Academy Board of Directors, and Partners as specified below:
   a) We will work towards each step required to meet our goals in a timely manner.
   b) We will develop our partnerships and work together on how they can help us attain our goals.

22) **FUTURE MEETING DATES:** El-Hajj Malik El-Shabazz Academy and MDE have established the following meeting dates in order to engage in collaborative discussion, gauge implementation progress, identify barriers, and discuss relevant issues regarding this Agreement:
   a) At the first of each month.

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.

26) **WAIVER:** No Party may waive any condition, promise, obligation or requirement applicable to any other Party hereunder, unless such waiver is in writing signed by an authorized representative of such Party and expressly stated to
constitute such waiver. Such waiver shall only apply to the extent given and shall not be deemed or construed to waive any such or other condition, promise, obligation or requirement in any past or future instance. No failure by a Party to insist upon strict performance of any covenant, agreement, term, or condition of this Agreement, shall constitute a waiver of any such covenant, agreement, term or condition.

27) **CAPTIONS:** The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope or intent of this Agreement nor in any way shall affect this Agreement or the construction of any provision hereof.

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

29) **SUCCESSIONS and ASSIGNS:** The covenants, conditions and agreements in this Agreement shall be binding upon and inure to the benefit of each Party, their respective legal representatives, successors and assigns.

30) **NO INDEMNIFICATION:** There shall be no indemnification of any Party by any other in regards to liabilities arising out of the functions covered by this Agreement. All Parties shall be responsible for their own liabilities and defense as determined by law.

31) **NOTICES:** Any notice to be given in connection with any of the terms or provisions of this Agreement shall be in writing and be given in person, by 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:**
   El-Hajj Malik El-Shabazz Academy
   1028 W. Barnes
   Lansing, MI 48910
   Attn: Ms. Rodriguez, Academy School Leader
   Mrs. Cordree McConnell, President, Board of Directors
   Email addresses: ar879702@gmail.com and cmc235@comcast.net.

ii) **If to Authorizer:**
   Central Michigan University
   Mt. Pleasant, MI 48859
   Attn: Corey Northrop, Interim Executive Director
   Email address: cnorthrop@thecenterfor charters.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: ________________________

iv) If to SRO:
608 W. Allegan Street
P.O. Box 30008
Lansing, MI 48909
Attn: State School Reform/ Redesign Officer
Email address: ________________________

32) **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.
IN WITNESS WHEREOF, the Parties and Partners have caused this Agreement to be executed on this date:

Michigan Department of Education   El-Hajj Malik El-Shabazz Academy Administrator

Name:______________________________ Name:______________________________
Title:______________________________ Title:______________________________
Date:______________________________ Date:______________________________

Shabazz Academy Board President   CMU Center for Charter Schools

Name:______________________________ Name:______________________________
Title:______________________________ Title:______________________________
Date:______________________________ Date:______________________________

Ingham ISD Superintendent

Name:______________________________
Title:______________________________
Date:______________________________
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

<table>
<thead>
<tr>
<th>YEAR</th>
<th>SALARIES</th>
<th>BENEFITS</th>
<th>PURCHASED SERVICES</th>
<th>PROFESSIONAL LEARNING</th>
<th>SUPPLIES &amp; MATERIALS</th>
<th>OTHER EXP</th>
<th>TOTAL EXP</th>
</tr>
</thead>
</table>
| 1    | 1. Specialty teachers (Social Studies, Art and Science) **$110,000**  
2. Librarian/Media Specialist **$44,000**  
3. Instruc. Acad. Aides **$132,000** | This cost is included with the salaries. | Technology purchase will require additional infrastructure and tech work **$30,000** | 1. Curriculum purchase includes professional development costs.  
2. Powerschool training (behavior, grades, attendance, truancy) **$9,000** | 1. Science Curriculum K-5 **$22,000**  
2. 6th science curriculum **$20,000**  
3. Everyday Math Curriculum K-6 **$100,000**  
4. Lucy Calkins writing curriculum **$3,000**  
5. Social Studies curriculum **$5,000**  
6. Accelerated Reader **$6,000**  
7. Read Naturally Intervention program **$20,000**  
8. 25 ipads & carts **$15,000**  
9. 50 chromebooks **$10,000**  
10. carts for chromebooks **$4,000**  
11. 10 new teacher laptops **$24,000** | PBIS tiered intervention – structured store of rewards **$5,000** | **$186,000** | **$0** | **$30,000** | **$9,000** | **$229,000** | **$5,000** | **$459,000** |
| 2    |          |          |                    |                       |                     |           |           |
| 3    |          |          |                    |                       |                     |           |           |

**GRAND TOTAL** **$186,000** | **$0** | **$30,000** | **$9,000** | **$229,000** | **$5,000** | **$459,000**
Partnership Agreement for Public School Academies
June 2018

THIS PARTNERSHIP AGREEMENT with El-Hajj Malik El-Shabazz Academy is entered on June 22, 2018 between the Michigan Department of Education (MDE), the State School Reform/ Redesign Officer (SRO), Central Michigan University and:

El-Hajj Malik El-Shabazz Academy
1028 W. Barnes
Lansing, MI 48910
Ms. Angela Rodriguez, Superintendent and Chief School Administrator
Mrs. Cordree McConnell, Academy Board President
Central Michigan University, Authorizing Agent

(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").

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 El-Hajj Malik El-Shabazz Academy 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.

Michigan Law requires the Superintendent of Public Instruction (State Superintendent) to 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. The Academy school(s) subject to this Agreement are either identified as Comprehensive Support and Improvement (CSI) Schools or are electively added to this agreement per the request of El-Hajj Malik El-Shabazz Academy Board. Under Michigan Law, the SRO has the authority provided in MCL 380.1280c to address chronically failing schools to achieve superior academic performance for students at those school. The SRO is executing its statutory responsibilities defined in MCL 380.1280c by assigning the oversight of the Academy school(s) named in this agreement to the Michigan Department of Education (MDE) for the duration of this agreement, pending the Next Levels of Accountability (NLA) defined in Paragraph 20 do not require implementation as defined therein. This partnership agreement will further facilitate the achievement of that purpose, create greater stability, maintain school governance at the Academy, and avoid the threat of action by the SRO under Section 1280c.

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.

It is mutually agreed by all parties to this agreement that the implementation of this partnership agreement is in the best interest of the students at El-Hajj Malik El-Shabazz Academy for its/their academic improvement.

2) TERMS AND CONDITIONS: El-Hajj Malik El-Shabazz Academy 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) El-Hajj Malik El-Shabazz Academy a K-6 building

4) EIGHTEEN MONTH BENCHMARKS TO BE MET BY El-Hajj Malik El-Shabazz Academy:
   a) We will have a viable and guaranteed curriculum, materials and resources fully implemented.
      1: 75% of teachers will be trained and proficient on the curriculum crafter online platform.
      2: 75% of the teachers will be trained in high leverage strategies designed to improve academic outcomes.
      3: All tier 3 students will receive additional academic support from math and ELA specialists/interventionists.
   b) Disciplinary referrals, suspensions, and expulsions will decrease by 10% or more.
      1: Incentives in the classroom, and school wide monthly awards and recognitions.
      2: We will develop an early warning system for tier 3 behavioral students who have 3 or more suspensions and each one will be assigned an in school mentor. We will use Power School to alert us to truancy and behavioral alerts and online assessments for progress monitoring in math and reading.
      3: A student support coordinator and a behavior interventionist will support positive behavior interventions in the classroom.
   c) Daily attendance and promptness to school and class (i.e. staff meetings, physical education, computers, library, breakfast and lunch) will increase by 10% or more for teachers and students.
      1: We will be having staff trained on PowerSchool so we can have a full implementation.
      2: Student incentives will be given for perfect attendance (3 absences of less) per marking period.

5) THIRTY-SIX MONTH GOALS TO BE MET BY El-Hajj Malik El-Shabazz Academy:
   a) Student growth and student proficiency will increase by 10% or more on the M-STEP for each consecutive year.
      1: We will have a guaranteed curriculum secured through curriculum crafter and viable curriculum that ensures that what is being taught is what will be tested on the high stakes exams.
      2: A viable curriculum that ensures that the teachers and students have adept time to teach it and learn it. The curriculum being taught is the one being tested.
      3: Teacher training and student intervention systems will in place to assist students who need academic support.
   b) Disciplinary referrals, suspensions, and expulsions will decrease by 10% or more.
      1: All leadership, instructional and support staff (i.e. secretaries, janitors, transportation, cafeteria employees) will be trained in PBIS (positive behavior intervention supports).
      2: A student incentive and student recognition programs will be developed to encourage positive behavior.
c) Daily attendance and promptness to school and class (i.e. staff meetings, specials, breakfast, lunch) will increase by 10% or more for teachers and students.

1: Teacher incentives will include reserved parking space, dinner for two at a local restaurant, $25 per marking period for those teachers who have less than 3 absences per marking period.
2: Student incentives will include bi-weekly classroom incentives by the teacher along with monthly school-wide awards and recognition.

6) ANALYSIS OF RELEVANT DATA
a) M-STEP over the last 3 years has made us reflect on our lack of social studies and science curriculum (see charts below). We need to implement curriculums that address the Common Core State Standards and are student engaging. We need a coordinated intervention program to help all students be successful.

<table>
<thead>
<tr>
<th>Grade 3</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELA/Proficient</td>
<td>03%</td>
<td>08%</td>
<td>00%</td>
</tr>
<tr>
<td>ELA/Part Proficient</td>
<td>20%</td>
<td>21%</td>
<td>09%</td>
</tr>
<tr>
<td>ELA/Not Proficient</td>
<td>78%</td>
<td>71%</td>
<td>91%</td>
</tr>
<tr>
<td>MATH/Proficient</td>
<td>00%</td>
<td>12%</td>
<td>06%</td>
</tr>
<tr>
<td>MATH/Part Proficient</td>
<td>37%</td>
<td>33%</td>
<td>17%</td>
</tr>
<tr>
<td>MATH/Not Proficient</td>
<td>63%</td>
<td>54%</td>
<td>77%</td>
</tr>
<tr>
<td>SS/Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SS/Part Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SS/Not Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SCI/Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SCI/Part Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SCI/Not Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grade 4</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELA/Proficient</td>
<td>10%</td>
<td>08%</td>
<td>03%</td>
</tr>
<tr>
<td>ELA/Part Proficient</td>
<td>11%</td>
<td>15%</td>
<td>06%</td>
</tr>
<tr>
<td>ELA/Not Proficient</td>
<td>69%</td>
<td>77%</td>
<td>91%</td>
</tr>
<tr>
<td>MATH/Proficient</td>
<td>02%</td>
<td>08%</td>
<td>00%</td>
</tr>
<tr>
<td>MATH/Part Proficient</td>
<td>48%</td>
<td>40%</td>
<td>29%</td>
</tr>
<tr>
<td>MATH/Not Proficient</td>
<td>48%</td>
<td>52%</td>
<td>71%</td>
</tr>
<tr>
<td>SS/Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SS/Part Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SS/Not Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SCI/Proficient</td>
<td>02%</td>
<td>00%</td>
<td>00%</td>
</tr>
<tr>
<td>SCI/Part Proficient</td>
<td>02%</td>
<td>12%</td>
<td>03%</td>
</tr>
<tr>
<td>SCI/Not Proficient</td>
<td>95%</td>
<td>89%</td>
<td>97%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grade 5</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELA/Proficient</td>
<td>09%</td>
<td>14%</td>
<td>00%</td>
</tr>
<tr>
<td>ELA/Part Proficient</td>
<td>14%</td>
<td>29%</td>
<td>23%</td>
</tr>
<tr>
<td>ELA/Not Proficient</td>
<td>77%</td>
<td>57%</td>
<td>71%</td>
</tr>
<tr>
<td>MATH/Proficient</td>
<td>03%</td>
<td>07%</td>
<td>00%</td>
</tr>
<tr>
<td>MATH/Part Proficient</td>
<td>23%</td>
<td>25%</td>
<td>18%</td>
</tr>
<tr>
<td>MATH/Not Proficient</td>
<td>74%</td>
<td>68%</td>
<td>82%</td>
</tr>
<tr>
<td>SS/Proficient</td>
<td>03%</td>
<td>00%</td>
<td>00%</td>
</tr>
<tr>
<td>SS/Part Proficient</td>
<td>46%</td>
<td>36%</td>
<td>23%</td>
</tr>
<tr>
<td>SS/Not Proficient</td>
<td>51%</td>
<td>64%</td>
<td>77%</td>
</tr>
<tr>
<td>Grade 6</td>
<td>2015</td>
<td>2016</td>
<td>2017</td>
</tr>
<tr>
<td>--------</td>
<td>------</td>
<td>------</td>
<td>------</td>
</tr>
<tr>
<td>ELA/Proficient</td>
<td>31%</td>
<td>14%</td>
<td>16%</td>
</tr>
<tr>
<td>ELA/Part Proficient</td>
<td>38%</td>
<td>36%</td>
<td>16%</td>
</tr>
<tr>
<td>ELA/Not Proficient</td>
<td>31%</td>
<td>50%</td>
<td>68%</td>
</tr>
<tr>
<td>MATH/Proficient</td>
<td>24%</td>
<td>32%</td>
<td>00%</td>
</tr>
<tr>
<td>MATH/Part Proficient</td>
<td>41%</td>
<td>25%</td>
<td>11%</td>
</tr>
<tr>
<td>MATH/Not Proficient</td>
<td>35%</td>
<td>43%</td>
<td>89%</td>
</tr>
</tbody>
</table>

7) STRENGTHS AND WEAKNESSES OF El-Hajj Malik El-Shabazz Academy
Strengths include:
   a) We are small enough to make a BIG difference.
   b) We have an aligned mission and vision.
   c) We provide additional opportunities such as bussing, after school activities, free summer programs.

Weakness or opportunities include:
   d) We have a lack of certified teachers.
   e) We have a lack of parent support.
   f) We have a student absenteeism problem.

8) STRATEGIES TO MEET PARTNERSHIP GOALS AND BENCHMARKS:
   a) Goal 1 - Recruit and retain certified teachers and provide incentives for them to stay. Recruiting at job fairs, posting on Indeed, intensive interview process, and mentoring new staff relationships from the initial hire. Professional development will last 9 days before the start of school with curriculum trainers. Professional development surveys, first year reflection journal, sign in sheets at all staff and committee meetings. Data meetings with all teaching staff twice a month to build our capacity level while ensuring mission and vision aligned to the Academy's goals.
   b) Goal 2 - Leadership will serve as instructional leaders to ensure academic rigor and fidelity of instruction. Weekly observations will be taking place by the Curriculum Director, ELA specialist, Math Specialist and the Principal. These will be discussed amongst the leadership team and during data meetings with the teachers.
   c) Goal 3 - An early warning system will be set up to monitor student absences and referrals. Make an effort to build partnerships with the IISD. Learn how to engage students in the curriculum in ways that excite them to learn. Work on parent education and their responsibilities in their child/ren education. This may include making home visits.

9) PROFESSIONAL LEARNING NEEDED TO MEET PARTNERSHIP GOALS AND/OR BENCHMARKS:
   a) Request RAG (Regional Assistance Grant) funds.
   b) All staff need professional learning on the curriculum and materials we are using to teach as well as on student engagement and promoting enthusiasm in learning.
   c) All staff will receive professional learning in cultural competence so we are better able to work with our demographic of families.

10) BOARD OF DIRECTORS ROLE AND ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND PARTNERSHIP GOALS:
    a) The School Board President will support the relay of information to other stakeholders.
    b) The Board Vice President will assist in making sound decisions for personnel.
    c) The Board Treasurer will assist with financial obligations.
    d) The Board Secretary and Curriculum Chair will provide support with academic decisions.
11) ROLE AND ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:
   a) The school administrators will 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.
   b) The school administrators will convene a community meeting and shall provide attendees with an update regarding the status of the Academy as it relates to the implementation of this Agreement and the achievement of the goals defined herein at least bi-annually.

12) EMPLOYEE ACTIONS TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:
   a) Employees will attend scheduled professional development sessions for full implementation of new curriculum and new strategies.
   b) Staff will discuss progress on Partnership Agreement goals quarterly to monitor progress.
   c) Staff will maintain student data and collaborate weekly during common planning time for us to be successful in educating students.

13) Central Michigan University ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:
   a) Provide data analytics to support the Academy in making data-informed decisions.
   b) Provide professional development opportunities to the Academy Board in an effort to support its governance responsibility to ensure significant academic improvement.
   c) Provide contact information of other CMU-authorized charter public schools for networking and resource connections.

14) MDE ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:
   a) An MDE Assigned Partnership Agreement Liaison will serve as primary point-of-contact for MDE.
   b) Establish monthly partnership accountability team meetings to discuss and review progress.
   c) Determine what supports are needed.

15) BUDGET: State aid pays for general education teachers, supplies, administration, bus drivers, and maintenance on the building. We are in need of additional funds for new curriculum purchases along with professional development. As well as additional people to provide interventions to assist with targeted individualize students. To assist teachers with tiered instruction.

16) PARTNERS: 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) Curriculum Crafter
      1) To provide professional learning as well as housing our curriculum and lesson plans.
      2) Offer staff resources and strategies
   b) Power School
      1) Provide professional learning and support for maintain grades, attendance and other forms for Academy use.
   c) A Michigan Department of Education Consultant

17) ADDITIONAL SCHOOLS: Not Applicable

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, SRO 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 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 Parties fail to sign this agreement within 90 days, the Authorizer shall implement one of the following Next Level of Accountability Measures:
   1) Reconstitute
   2) Closure

b) If the Academy fails to sign this agreement within 90 days, and the Authorizer fails to implement one of the Next Level of Accountability Measures defined in subsection A, within 45 days of being notified by the OPD, the State School Reform/Redesign Officer will implement one of the Next Level of Accountability Measures defined in subsection A.

c) If the Academy school(s) covered by this Agreement does not meet the 18-month benchmark(s) set forth in this Agreement, the Authorizer shall implement one of the following mutually agreed upon Next Level of Accountability Measures:
   1) Reconstitute
   2) Closure

d) If the Academy school(s) covered by this Agreement does not meet the [18]-month benchmark(s) set forth in this Agreement, and the Authorizer fails to implement one of the Next Level of Accountability Measures defined in subsection C, within 45 days of being notified by the OPD, the State School Reform/Redesign Officer will implement one of the Next Level of Accountability Measures defined in subsection C.

e) If the Academy school(s) covered by this Agreement does not meet the 36-month goal(s) set forth in this Agreement, the Authorizer shall implement one of the following mutually agreed upon Next Level of Accountability Measures:
   1) Reconstitute
   2) Closure

f) If the Academy school(s) covered by this Agreement does not meet the [36]-month benchmark(s) set forth in this Agreement, and the Authorizer fails to implement one of the Next Level of Accountability Measures defined in subsection E, within 45 days of being notified by the OPD, the State School Reform/Redesign Officer will implement one of the Next Level of Accountability Measures defined in subsection E.

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 El-Hajj Malik El-Shabazz Academy school administrators, the Academy Board of Directors, and Partners to ensure that the school community is meaningfully engaged in the 18 months of this Agreement:
a) Lansing Community College will work with our teachers to provide academic support by providing tutors. Their help will be with targeted identified students.

b) Grace Baptist Church provides us the opportunity for our students to be tutored.

c) St. Stephens Church provides us opportunities to send students to robotics classes.

d) Boys and Girls Club provides us with tutoring opportunities on their site for our students.

21) CHECKLIST OF ACTIONS: The following actions will be completed within 18 months by El-Haj Malik El-Shabazz Academy school administrators, the Academy Board of Directors, and Partners as specified below:

   a) We will work towards each step required to meet our goals in a timely manner.
   b) We will develop our partnerships and work together on how they can help us attain our goals.

22) FUTURE MEETING DATES: El-Haj Malik El-Shabazz Academy and MOE have established the following meeting dates in order to engage in collaborative discussion, gauge implementation progress, identify barriers, and discuss relevant issues regarding this Agreement:

   a) At the first of each month.

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.

26) WAIVER: No Party may waive any condition, promise, obligation or requirement applicable to any other Party hereunder, unless such waiver is in writing signed by an authorized representative of such Party and expressly stated to constitute such waiver. Such waiver shall only apply to the extent given and shall not be deemed or construed to waive any such or other condition, promise, obligation or requirement in any past or future instance. No failure by a Party to insist upon strict performance of any covenant, agreement, term, or condition of this Agreement, shall constitute a waiver of any such covenant, agreement, term or condition.

27) CAPTIONS: The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope or intent of this Agreement nor in any way shall affect this Agreement or the construction of any provision hereof.

28) GOVERNING LAW: This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Michigan.
29) **SUCCESSORS and ASSIGNS:** The covenants, conditions and agreements in this Agreement shall be binding upon and inure to the benefit of each Party, their respective legal representatives, successors and assigns.

30) **NO INDEMNIFICATION:** There shall be no indemnification of any Party by any other in regards to liabilities arising out of the functions covered by this Agreement. All Parties shall be responsible for their own liabilities and defense as determined by law.

31) **NOTICES:** Any notice to be given in connection with any of the terms or provisions of this Agreement shall be in writing and be given in person, by 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:

1) **If to the Academy:**
   El-Hajj Malik El-Shabazz Academy
   1028 W. Barnes
   Lansing, MI 48910
   Attn: Ms. Rodriguez, Academy School Leader
   Mrs. Cordree McConnell, President - Board of Directors
   Email addresses: ar879702@gmail.com and cmc235@comcast.net

2) **If to Authorizer:**
   Central Michigan University
   Mt Pleasant, MI 48859
   Attn: Corey Northrop, Interim Executive Director
   Email address: cnorthrop@thecenterforcharters.org

3) **If to Michigan Department of Education:**
   608 W. Allegan Street
   P.O. Box 30008
   Lansing, MI 48909
   Attn: Superintendent of Public Instruction
   Email address: ________________________

4) **If to SRO:**
   608 W. Allegan Street
   P.O. Box 30008
   Lansing, MI 48909
   Attn: State School Reform/ Redesign Officer
   Email address: ________________________

32) **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.
IN WITNESS WHEREOF, the Parties and Partners have caused this Agreement to be executed on this date:

Michigan Department of Education
Name: Drick Math
Title: Director of OPEL ISRO
Date: 6-22-18

Shabazz Academy Board President
Name: Aaron Mitchell
Title: Board President
Date: 6-22-18

Ingham ISD Superintendent
Name:)
Title:)
Date:)

El-Hajj Malik El-Shabazz Academy Administrator
Name:)
Title:]
Date: 6-22-18

CMU Center for Charter Schools
Name:)
Title: Interim Executive Director
Date: 06/22/2018

MOE Liaison

Interim State Superintendent

1-2-18

Sheila Allen
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.
<table>
<thead>
<tr>
<th>YEAR</th>
<th>SALARIES</th>
<th>BENEFITS</th>
<th>PURCHASED SERVICES</th>
<th>PROFESSIONAL LEARNING</th>
<th>SUPPLIES &amp; MATERIALS</th>
<th>OTHER EXP</th>
<th>TOTAL EXP</th>
</tr>
</thead>
</table>
| 1    | 1. Specialty teachers (Social Studies, Art and Science) **$110,000**  
2. Librarian/Media Specialist **$44,000**  
3. Instruct. Acad. Aides **$132,000** | This cost is included with the salaries. | Technology purchase will require additional infrastructure and tech work **$30,000** | 1. Curriculum purchase includes professional development costs.  
2. Powerschool training (behavior, grades, attendance, truancy) **$9,000** | 1. Science Curriculum K-5 **$22,000**  
2. 5th science curriculum **$20,000**  
3. Everyday Math Curriculum K-6 **$100,000**  
4. Lucy Calkins writing curriculum **$3,000**  
5. Social Studies curriculum **$5,000**  
6. Accelerated Reader **$6,000**  
7. Read Naturally Intervention program **$20,000**  
8. 25 ipads & carts **$15,000**  
9. 50 chromebooks **$10,000**  
10. carts for chromebooks **$4,000**  
11. 10 new teacher laptops **$24,000** | PBIS tiered intervention - structured store of rewards **$5,000** |

| 2    |          |          |                   |                      |         |          |          |

| 3    |          |          |                   |                      |         |          |          |

| GRAND TOTAL | **$186,000** | **$0** | **$30,000** | **$9,000** | **$229,000** | **$5,000** | **$459,000** |
1st AMENDMENT
to the
El-Hajj Malik El-Shabazz Academy, Partnership Agreement

In accordance with section 23 of the El-Hajj Malik El-Shabazz Academy, Partnership Agreement:

“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.”

All parties agree to the following:

- Amend section 4 entitled: EIGHTEEN MONTH BENCHMARKS TO BE MET BY El-Hajj Malik El-Shabazz Academy number 3 by striking through the language to be changed and adding new language in **bold**. The statement(s) should read as follows:

  All tier 3 students will receive additional academic support from math and ELA specialists/interventionists.
  3: Tier 3 students will show 10% growth from September 2018 to June 2019 as demonstrated on the Michigan approved assessment, Fast Bridge.

  3. Increase the aggregate percentage of students scoring proficient or advanced on M-STEP by 10 percentage points from spring 2017 to spring 2020 in math and ELA.
Amend section 5 entitled: THIRTY-SIX MONTH GOALS TO BE MET BY El-Hajj Malik El-Shabazz Academy letter a by striking through the language to be changed and adding new language in bold. The statement(s) should read as follows:

A) Student growth and student proficiency will increase by 10% or more on the M-STEP for each consecutive year.

a) Increase the aggregate percentage of students scoring proficient or advanced on M-STEP by 15 percentage points from spring 2017 to spring 2021 in math and ELA.

The table below demonstrates a 5%-point increase for each year.

<table>
<thead>
<tr>
<th></th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELA</td>
<td>10%</td>
<td>15%</td>
<td>20%</td>
</tr>
<tr>
<td>MATH</td>
<td>7%</td>
<td>12%</td>
<td>17%</td>
</tr>
</tbody>
</table>

• Amend section 6 entitled: Analysis of Relevant Data letter a by striking through the language to be changed and adding new language in bold. The statement(s) should read as follows:

A) M-STEP over the last 3 years has made us reflect on our lack of social studies and science curriculum (see charts below). We need to implement curriculums that address the Common Core State Standards and are student engaging. We need a coordinated intervention program to help all students be successful.

<table>
<thead>
<tr>
<th>GRADE 3</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELA/Proficient</td>
<td>03%</td>
<td>08%</td>
<td>00%</td>
</tr>
<tr>
<td>ELA/Part-Proficient</td>
<td>20%</td>
<td>21%</td>
<td>00%</td>
</tr>
<tr>
<td>ELA/Not-Proficient</td>
<td>78%</td>
<td>71%</td>
<td>01%</td>
</tr>
<tr>
<td>MATH/Proficient</td>
<td>00%</td>
<td>12%</td>
<td>06%</td>
</tr>
<tr>
<td>MATH/Part-Proficient</td>
<td>37%</td>
<td>33%</td>
<td>17%</td>
</tr>
<tr>
<td>MATH/Not-Proficient</td>
<td>63%</td>
<td>54%</td>
<td>77%</td>
</tr>
<tr>
<td>SS/Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SS/Part-Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SS/Not-Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SCI/Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SCI/Part-Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SCI/Not-Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Grade 4</td>
<td>2015</td>
<td>2016</td>
<td>2017</td>
</tr>
<tr>
<td>---------</td>
<td>------</td>
<td>------</td>
<td>------</td>
</tr>
<tr>
<td>ELA/Proficient</td>
<td>10%</td>
<td>08%</td>
<td>03%</td>
</tr>
<tr>
<td>ELA/Part Proficient</td>
<td>21%</td>
<td>15%</td>
<td>06%</td>
</tr>
<tr>
<td>ELA/Not Proficient</td>
<td>69%</td>
<td>77%</td>
<td>81%</td>
</tr>
<tr>
<td>MATH/Proficient</td>
<td>02%</td>
<td>08%</td>
<td>00%</td>
</tr>
<tr>
<td>MATH/Part Proficient</td>
<td>48%</td>
<td>40%</td>
<td>29%</td>
</tr>
<tr>
<td>MATH/Not Proficient</td>
<td>48%</td>
<td>52%</td>
<td>71%</td>
</tr>
<tr>
<td>SS/Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SS/Part Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SS/Not Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SCI/Proficient</td>
<td>02%</td>
<td>00%</td>
<td>00%</td>
</tr>
<tr>
<td>SCI/Part Proficient</td>
<td>02%</td>
<td>12%</td>
<td>03%</td>
</tr>
<tr>
<td>SCI/Not Proficient</td>
<td>95%</td>
<td>89%</td>
<td>87%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grade 5</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELA/Proficient</td>
<td>09%</td>
<td>14%</td>
<td>00%</td>
</tr>
<tr>
<td>ELA/Part Proficient</td>
<td>14%</td>
<td>29%</td>
<td>23%</td>
</tr>
<tr>
<td>ELA/Not Proficient</td>
<td>77%</td>
<td>57%</td>
<td>71%</td>
</tr>
<tr>
<td>MATH/Proficient</td>
<td>03%</td>
<td>07%</td>
<td>00%</td>
</tr>
<tr>
<td>MATH/Part Proficient</td>
<td>23%</td>
<td>25%</td>
<td>18%</td>
</tr>
<tr>
<td>MATH/Not Proficient</td>
<td>74%</td>
<td>68%</td>
<td>82%</td>
</tr>
<tr>
<td>SS/Proficient</td>
<td>03%</td>
<td>00%</td>
<td>00%</td>
</tr>
<tr>
<td>SS/Part Proficient</td>
<td>46%</td>
<td>36%</td>
<td>23%</td>
</tr>
<tr>
<td>SS/Not Proficient</td>
<td>51%</td>
<td>64%</td>
<td>77%</td>
</tr>
<tr>
<td>SCI/Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SCI/Part Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SCI/Not Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grade 6</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELA/Proficient</td>
<td>31%</td>
<td>14%</td>
<td>16%</td>
</tr>
<tr>
<td>ELA/Part Proficient</td>
<td>38%</td>
<td>36%</td>
<td>16%</td>
</tr>
<tr>
<td>ELA/Not Proficient</td>
<td>31%</td>
<td>50%</td>
<td>58%</td>
</tr>
<tr>
<td>MATH/Proficient</td>
<td>24%</td>
<td>32%</td>
<td>00%</td>
</tr>
<tr>
<td>MATH/Part Proficient</td>
<td>41%</td>
<td>25%</td>
<td>41%</td>
</tr>
<tr>
<td>MATH/Not Proficient</td>
<td>35%</td>
<td>43%</td>
<td>09%</td>
</tr>
<tr>
<td>SS/Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SS/Part Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>SS/Not Proficient</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>
Replace with the following:

Analysis of our process, perception, and achievement data supports our goals because walkthroughs, staff surveys, and state and local assessments indicate a need to ensure that appropriate curriculum is in place, resources are available to teachers to deliver the curriculum, and that instruction is actually happening inside the classroom. Analysis of our demographics and student learning data supports our goals because our behavior and attendance data indicate a need for improvement. Lastly, analysis of our achievement data supports because our state and local assessment data indicate a need for addressing students’ academic needs and a need to refine a collaborative instructional/learning culture.

<table>
<thead>
<tr>
<th></th>
<th>ELA Aggregate % Met</th>
<th>Math Aggregate % Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014-15</td>
<td>12%</td>
<td>2014-15</td>
</tr>
<tr>
<td>2015-16</td>
<td>11%</td>
<td>2015-16</td>
</tr>
<tr>
<td>2016-17</td>
<td>5%</td>
<td>2016-17</td>
</tr>
<tr>
<td>2017-18</td>
<td>6%</td>
<td>2017-18</td>
</tr>
</tbody>
</table>

Amend Section (10) (a-d) of the El-Hajj Malik El-Shabazz Partnership Agreement

- **BOARD OF DIRECTORS ROLE AND ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND PARTNERSHIP GOALS:**
  
  A) The School Board President will support the rely of information to other stakeholders.
  
  B) The Vice President will assist in making sound decisions for personnel.
  
  C) School Board’s Treasurer will assist with financial obligations.
  
  D) The Board’s Secretary and Curriculum Chair will support us with academic decisions.

  A) The School Board will support the rely of information to other stakeholders.
  
  B) The School Board will assist in making sound decisions for personnel.
  
  C) The School Board will assist with financial obligations.
  
  D) The School Board will support us with academic decisions.
All signatories have read, understood and agree to comply with and be bound by the terms of the conditions set forth in this Amendment to the Agreement.

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

El-Hajj Malik El-Shabazz Academy
Board of Education President
Name: Cordell McConnell
Date: 10-23-18

El-Hajj Malik El-Shabazz Academy
Superintendent
Name: 
Date: 10-24-18

Michigan Department of Education,
Interim Superintendent of Public Instruction
Name: Rochelle Allen
Date: 11-20-18

Office of Partnership Districts
Director, SRO Officer
Name: 
Date: 11-26-18

Central Michigan University, Center for Charter Schools
Executive Director
Name: Cory Patterson
Date: 10-24-2018