

Partnership District Agreement June 2018

Flint Community Schools (FCS) Partnership Agreement

THIS PARTNERSHIP AGREEMENT is entered on **July 2, 2018** between the Michigan Department of Education (MDE), the State School Reform/Redesign Officer (SRO), the Genesee Intermediate School District (GISD) and:

Flint Community Schools
923 E. Kearsley Street
Flint, MI 48503
Gregory Weatherspoon, Interim Superintendent
Shelly Umphrey, Assistant Superintendent
Diana Wright, Board President

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

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

The Partnership Model is focused on improving student academic achievement, providing state and local supports and resources, and requiring accountability to attaining the goals and benchmarks agreed upon by the school district and partners. Although the Partnership Model allows the school district a broad spectrum of technical expertise and support to drive improvement and self-accountability, the chronically failing school(s) identified in this Partnership Agreement are still subject to provisions of MCL380.1280c. State law requires the State Superintendent to hire a State School Reform/Redesign Officer (SRO) to carry out the statutory responsibilities of the law in the event the school district does not reach the 18-month or 36-month goals sets forth in this Partnership Agreement.

Michigan law requires the superintendent of public instruction to publish a list identifying the public schools in this state that the department has determined to be among the lowest achieving 5% of all public schools in this state. The Schools subject to this agreement are either identified as Comprehensive Support and Improvement (CSI) Schools, or are electively added to this agreement per the request of Flint Community Schools.

Partnership District Agreement

June 2018

Under Michigan law, the SRO has the authority provided in MCL 380.1280c to address chronically failing schools to achieve superior academic performance for students at those Schools. The SRO is executing its statutory responsibilities defined in MCL 380.1280c by assigning the oversight of the school(s) named in this agreement to the Michigan Department of Education (MDE) for the duration of this agreement, pending the Next Levels of Accountability (NLA) defined in Paragraph 19 do not require implementation as defined therein. This partnership agreement will further facilitate the achievement of that purpose, create greater stability, and local control in the school district, and avoid the threat of action by the SRO under Section 1280c of the Revised School Code (School Code).

It is mutually agreed by all parties to this agreement that the implementation of this partnership agreement is in the best interest of the students in Flint Community Schools for its/their academic improvement.

2) TERMS AND CONDITIONS: Flint Community Schools retains control of the schools named in this Agreement. The Michigan Department of Education and the partners named in this Agreement will provide mutually agreed upon support to meet the benchmarks and goals defined below.

3) SCHOOLS SUPPORTED BY THIS AGREEMENT:

- A) **ALA/Northwestern**
- B) **Brownell STEM Academy**
- C) **Doyle Ryder**
- D) **Durant-Tuuri-Mott**
- E) **Eisenhower**
- F) **Freeman**
- G) **Holmes STEM Academy**
- H) **Neithercut**
- I) **Pierce**
- J) **Potter**
- K) **Scott**
- L) **Southwestern**

4) THIRTY-SIX MONTH GOALS TO BE MET BY FLINT COMMUNITY SCHOOLS:

- A) **Goal 1: Attendance** – FCS will fully implement an attendance support system in order to increase the attendance of students to 90% or higher, as measured by SYNERGY.

Partnership District Agreement

June 2018

STRATEGIES TO MEET ATTENDANCE GOALS AND BENCHMARKS

- Analyze attendance data at least monthly to identify trends, problem solve and involve relevant stakeholders in creative solutions
- B) **Goal 2: Behavior** – FCS will fully implement Positive Behavior Intervention and Support Systems (PBIS) to reduce out-of-school suspensions by 10%, as measured by SYNERGY.

STRATEGIES TO MEET BEHAVIOR GOALS AND BENCHMARKS

- Strengthen implementation of school-wide PBIS systems in all buildings, developing processes to ensure consistent practices among students, staff, and parents
 - Monitor implementation of PBIS matrix components with efficacy and fidelity in order to examine trends and modify as necessary
- C) **Goal 3: Course/State Exam Performance** – FCS will strengthen the implementation of the K-12 Math and Literacy curriculum and effective use of instructional practices to increase proficiency by at least 10%, as measured by M-Step, MME, and SAT.

STRATEGIES TO MEET COURSE/STATE EXAM PERFORMANCE GOALS AND BENCHMARKS

- Enhance use of Marzano's high-yield instructional practices, as identified in the FCS Teacher Professional Growth and Evaluation document
 - Fully implement a guaranteed and viable math and literacy curriculum that aligns with the state grade level content standards
- D) **Goal 4: Advisory Council** – FCS will integrate community partnerships through convening an Advisory Council to create a continuum of support from cradle-to-career for Flint students, as measured by attendance at quarterly meetings and the development of a comprehensive, multi-year, multi-partner plan.

Partnership District Agreement

June 2018

STRATEGIES TO MEET COURSE/STATE EXAM PERFORMANCE GOALS AND BENCHMARKS

- develop a plan to engage higher education partners to solidify pathways for college and career readiness.
- create a forum for the district and partners to strategically collaborate on key issues facing the district.
- develop a multi-year, multi-partner plan that continues beyond the 36-month Partnership Agreement to drive towards long-term academic proficiency for all students in the FCS district.

5) EIGHTEEN MONTH BENCHMARKS TO BE MET BY FLINT COMMUNITY SCHOOLS:

- 18-Month Benchmark Goal 1:** Student attendance rates will increase to at least 88%, as measured by SYNERGY.
- 18-Month Benchmark Goal 2:** The percentage of out-of-school suspensions will be reduced by 5% as measured by SYNERGY.
- 18-Month Benchmark Goal 3:** Students and teachers will increase the percentage of proficiency by 5%, as measured by the state assessments, M-STEP, MME, SAT.
- 18-Month Benchmark Goal 4:** The Advisory Council will meet quarterly and members will contribute towards the development and implementation of a comprehensive, multi-year, multi-partner plan as measured by participant attendance and completion of a plan outline.

6) ANALYSIS OF RELEVANT DATA

- Analysis of Attendance data in mischooldata.org and SYNERGY supports the need for continued investment and focus on creating academic environments that are engaging and supportive of students. (36/18-Month Attendance Goal and Benchmark 5.A.)
- Analysis of Suspension data in SYNERGY supports the need for continued investment and focus on creating supportive educational environments in order to diminish excessive exclusionary practices. (36/18-Month Behavior Goal and Benchmark 5.B.)
- Analysis of M-STEP, SAT, MME, DIBELS, and NWEA data in ELA and Mathematics supports the need for continued focus on the improvement of Tier 1 instruction in core content areas, given the

Partnership District Agreement June 2018

number of students that continue to score below or well below proficiency on summative assessments and screeners. (36/18-Month Academic Growth and Achievement Goal and Benchmark 5.C.)

- D) Analysis of strengths and offerings of community partners supports the need for integrating community partnerships in a manner that strongly connects community goals and supports to district needs.

7) STRENGTHS AND CHALLENGES OF Flint Community Schools

A) Strengths:

- Flint Community Schools has developed a strong community education strategy to coordinate community partnerships, designed to meet and support the needs of the students, staff, families, and community we serve
- Flint Community Schools has an identified Instructional Leadership Team in each school whose primary role is to lead the school's efforts at improving teaching and learning with an explicit goal of using student performance, growth, and perception data to raise overall student achievement

B) Challenges:

- Overall student achievement in all Flint Community Schools continues to be a challenge in all core content areas. Most students continue to score well below the expected level of achievement on state assessments

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

A) Attendance:

- Professional learning in analysis of attendance data and action planning

B) Behavior:

- Professional learning to strengthen and monitor implementation of PBIS, Restorative Practices, and Trauma-Sensitive Schools

Partnership District Agreement June 2018

C) Course/State Exam Performance:

- Professional learning in Curriculum Crafter online platform system training
- Professional learning in Marzano's High Yield instructional strategies.

D) Advisory Council:

- Professional learning in effective collaboration with dynamic community partners through a trained facilitator.
- Professional learning and facilitation to establish a long-term district plan that remains intact across anticipated leadership changes.

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

- A) Approve resources aligned to the goals, strategic initiatives, and activities included to support the plan for students identified as needing the most support
- B) Support the superintendent and his/her designees with the implementation of the Partnership Agreement.

10) FLINT COMMUNITY SCHOOLS SUPERINTENDENT OR HIS/HER DESIGNEE ROLE AND ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A) Provide quarterly updates to the Board of Education regarding the status of the district as relates to the implementation of this Partnership Agreement and the achievement of the goals defined herein.
- B) Meet with MDE and GISD after 18 and 36 months to report on progress of the agreement.

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

- A) In collaboration with district administration, the leadership of the United Teachers of Flint and Congress of Flint School Administrators will collaboratively work to address any issues related to working conditions and professional learning that should arise as we work to meet the 36-month goals and 18-month benchmarks outlined in this Agreement.

Partnership District Agreement June 2018

12) GENESEE INTERMEDIATE SCHOOL DISTRICT ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A) Work collaboratively with the Superintendent or his/her designee of FCS to review the plan, identify barriers to success, and coordinate support needed to implement the plan.

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

- A) An MDE Assigned Partnership Agreement Liaison will serve as primary point-of-contact for MDE to assist District/Schools in coordination of MDE and ISD/Authorizer supports.

- B) Work with local Superintendent and staff to ensure the successful implementation of the Partnership Agreement.

- C) Assist with the identification of barriers to successful implementation of the Partnership Agreement and eliminate or minimize these barriers.

- D) Facilitate discussion and meetings related to the Partnership Agreement when necessary.

- E) Participate in regular check-ins with partners to discuss progress towards Partnership Agreement goals.

- F) Provide technical assistance to support the successful implementation of Partnership Agreement goals.

- G) Provide opportunities for support and resources to the district to help implement the Partnership Agreement, subject to availability of funds.

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

- A) Two middle school students and one high school student will be appointed to the MDE Partnership Agreement team to provide feedback.

15) BUDGET. Given a wide range of uncertainties, it is difficult to create a 36-month budget. The Flint Community Schools will share year-to-year budget

Partnership District Agreement June 2018

information, including allocations for federal grants, School Improvement Grants, and other relevant budgetary information when available. We will continue to work hard to ensure that funds are being maximized and used strategically in order to accomplish the goals set forth in our District Improvement Plan. From a systemic perspective, the allocation of time, talent, and money is absolutely critical to ensuring that our 36-month goals and 18-month benchmarks are achieved. Resources will be aligned to address the needs identified and prioritized through the Partnership Agreement. Significant support will be provided to Partnership Schools, including coaching supports, professional learning opportunities, MTSS support for Tier I implementation of reading and math, and Tier 2 and Tier 3 intervention resources, etc.

16) ADDITIONAL PARTNERS: Flint Community Schools, its local board, Genesee Intermediate School District, and the Michigan Department of Education serve as the primary decision-making bodies in this Agreement. The following entities have been identified and will serve as additional partners in pursuit of achieving the benchmarks and goals defined in this Agreement:

A) Michigan Department of Education

- The MDE will help to identify and remove barriers to academic achievement.

B) Genesee Intermediate School District

- The GISD will provide technical support and professional development.

C) Mott Foundation

- The Mott Foundation will provide a broader community focus and has and will continue to consider support for the identified needs of FCS and its stakeholders including Michigan State University, the Crim Fitness Foundation, and the Genesee Area Focus Fund (YouthQuest).

D) Michigan State University

- MSU will provide professional development and technical support to support Partnership Agreement goals.

E) CRIM FITNESS FOUNDATION

- CRIM Fitness Foundation will support implementation and coordination of community school strategies.

Partnership District Agreement June 2018

F) Concerned Pastors for Social Action

- Concerned Pastors for Social Action will promote parent engagement and community involvement to support the goals of FCS.

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

18) PERIOD OF AGREEMENT: The Agreement shall commence with the beginning of the next school year that begins after all parties have signed the Agreement and will expire three years later. This round of Agreements will begin at the start of the 2018/2019 school year, continue through the 2019/2020 school year, and will expire at the end of the 2020/2021 school year. Flint Community Schools or the Michigan Department of Education may terminate this Agreement early upon delivery of written notice at least 30 days in advance of the prospective termination date. Termination of this Agreement by either Party for any reason shall not affect the rights and obligation of the Parties accrued prior to the effective date of termination of this Agreement. This includes, but is not limited to, imposition of the Next Level Accountability measures defined elsewhere in the Agreement. If either Party requests modification of this Agreement, the Parties shall, upon reasonable notice of the proposed modification by the Party desiring the change, confer in good faith to determine the feasibility of such modification. If the Michigan Department of Education terminates this Agreement, it shall not be liable for any costs resulting from or related to the termination, including but not limited to, consequential damages or any other costs incurred by any other Party; and furthermore, the Michigan Department of Education shall be held harmless by any other Party from legal actions brought by third parties, including participating schools or their students occasioned by such termination. **Agree**

19) NEXT LEVEL ACCOUNTABILITY MEASURES:

- A) If the district fails to sign this agreement within 90 days, the District shall implement one of the following Next Level of Accountability Measures:
- Close and Reconstitute
 - Engage an ISD to assume control of the school(s)
 - Closure

Partnership District Agreement June 2018

- B) If the district fails to sign this agreement within 90 days, and fails to implement one of the Next Level of Accountability Measures defined in subsection A, within 45 days of being notified by the OPD, the State School Reform/Redesign Officer will implement one of the Next Level of Accountability Measures defined in subsection A.
- C) If the district fails to meet the 18-month benchmark(s), the district will impose the following mutually agreed upon measures:
- Close and Reconstitute
 - Engage an ISD to assume control of the school(s)
 - Closure
- D) If the district fails to meet the 18-month benchmark(s), and fails to implement one of the Next Level of Accountability Measures defined in subsection C, within 45 days of being notified by the OPD, the State School Reform/Redesign Officer will implement one of the Next Level of Accountability Measures defined in subsection C.
- E) If the district fails to meet the 36-month goal(s), the district will impose the following mutually agreed upon measures:
- Close and Reconstitute
 - Engage an ISD to assume control of the school(s)
 - Closure
- F) If the district fails to meet the 36-month goal(s), and fails to implement one of the Next Level of Accountability Measures defined in subsection E, within 45 days of being notified by the OPD, the State School Reform/Redesign Officer will implement one of the Next Level of Accountability Measures defined in subsection E.

Nothing in this Agreement shall prevent the district from exercising the applicable legal and appropriate rights if it does not agree with the next level of accountability. **Agree**

20) COMMUNITY ENGAGEMENT: The following actions will be completed by Flint Community Schools, the Board of Education, and Partners to ensure that the school/district community is meaningfully engaged in the implementation of this Partnership Agreement:

- A) Flint Community Schools Board meeting updates
- B) Flint Community Schools Annual Newsletter with an update regarding Partnership Agreement progress

Partnership District Agreement

June 2018

C) Period updates on the Flint Community Schools website and other social media outlets

D) Period updates provided at the Title 1 City-Wide Parent Advisory Meetings

21) CHECKLIST OF ACTIONS: The following actions will be completed by Flint Community Schools the Superintendent or his/her designee, the Board of Education, and Partners as specified below:

A) By November 1st of each academic year, over the course of this agreement, the district will create an implementation plan to ensure that all components of the Partnership Agreement are placed into a comprehensive document that delineates the tasks, timeline, person(s) responsible, and progress notes.

B) By November 1, 2018, the district will determine quarterly 2018 and 2019 meeting dates for progress monitoring of the components of this Partnership Agreement through the analysis of academic, behavior, attendance, and adult practice data.

22) FUTURE MEETING DATES: Flint Community Schools and the Michigan Department of Education establish monthly meetings (per Louretta Cunningham-Powell) in order to engage in collaborative discussion, gauge implementation progress, identify barriers, and discuss relevant issues regarding this Agreement:

A) Flint Community Schools and Office of Partnership Districts (OPD) will establish a mutually agreed-upon 9-month informal progress review meeting date (April 2019) to engage in collaborative discussions, gauge progress of systemic changes/improvements, and evidence of academic progress if available.

B) Flint Community Schools and OPD will establish a mutually agreed-upon 18-month formal progress review meeting date to engage in collaborative discussions, review relevant academic progress towards stated academic goals and implementation of systemic changes/improvements.

C) Flint Community Schools and OPD will establish a mutually agreed-upon 27-month informal progress review meeting date to engage in

Partnership District Agreement June 2018

collaborative discussions, gauge progress of systemic changes/improvements, and evidence of academic progress if available.

D) Flint Community Schools and OPD will establish a mutually agreed-upon 36-month formal progress review meeting date to engage in collaborative discussions, review relevant academic progress towards stated Partnership Agreement goals.

23) AMENDMENTS: This Agreement shall not be modified, altered or amended except by written agreement duly executed by all parties to this Agreement in accordance with the terms hereof.

24) ENTIRE AGREEMENT: This Agreement sets forth all the covenants, agreements, stipulations, promises, conditions and understandings of the parties to this Agreement concerning the activities and Services contemplated herein. No party, including but not limited to its respective members, employees, attorneys, consultants, advisors, agents, representatives or students, have made any covenant, agreement, stipulation, promise, condition or understanding, warranty or representation, either oral or written, other than set forth herein.

25) SEVERABILITY: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

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

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

Partnership District Agreement June 2018

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

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

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

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

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

- i) If to the School District:
Flint Community Schools
923 E. Kearsley Street
Flint, MI 48503
Attn: Gregory Weatherspoon, Interim Superintendent
Shelly Umphrey, Assistant Superintendent
Diana Wright, President, Board of Education

- ii) If to ISD/Authorizer:
Dr. Lisa Hagel
2413 W. Maple Ave.
Flint, MI 48507-3493

- iii) If to Michigan Department of Education:
608 W. Allegan Street
P.O. Box 30008
Lansing, MI 48909
Attn: Superintendent Sheila Ailes

Partnership District Agreement June 2018

- 32) INVALIDITY AND PROVISION:** The invalidity of any article, section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions hereof which remain valid and be enforced to the fullest extent permitted by law.
- 33) COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute one and the same instrument.
- 34) ENTIRE AGREEMENT:** This Agreement, including the exhibits hereto (which are incorporated herein by reference), embodies the entire Agreement and understanding between the parties as to the matters addressed in this Agreement and supersedes all prior agreements and understandings relating to the subject matter hereof. In consideration for the foregoing mutual agreements, this Agreement has been executed by each party by its duly authorized representative, as of the date hereinabove written.

**Partnership District Agreement
June 2018**

Partnership Agreement Signatures

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

Michigan Department of Education, Superintendent (or Designee)

By: _____

Name: _____

Title: _____

Date: _____

Michigan Department of Education, State School Reform Officer

By: _____

Name: _____

Title: _____

Date: _____

Flint Community Schools, Superintendent (or his/her Designee)

By: _____

Name: _____

Title: _____

Date: _____

Flint Community Schools, Board of Education President

By: _____

Name: _____

Title: _____

Date: _____

**Partnership District Agreement
June 2018**

Genesee Intermediate School District, Superintendent (or Designee)

By: _____

Name: _____

Title: _____

Date: _____

Mott Foundation, Designee

By: _____

Name: _____

Title: _____

Date: _____

Michigan State University, Designee

By: _____

Name: _____

Title: _____

Date: _____

CRIM Fitness Foundation, Designee

By: _____

Name: _____

Title: _____

Date: _____

**Partnership District Agreement
June 2018**

Concerned Pastors for Social Action, Designee

By: _____

Name: _____

Title: _____

Date: _____

Partnership District Agreement

June 2018

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.

Partnership District Agreement June 2018

Thirty-Six Month Budget Overview

PARTNERSHIP AGREEMENT YEAR	SALARIES	BENEFITS	PURCHASED SERVICES	PROFESSIONAL LEARNING	SUPPLIES & MATERIALS	OTHER EXPENDITURES	TOTAL EXPENDITURES
1	\$17,644,139.00	\$12,588,415.00	\$17,623,920.00	\$1,616,112.00	\$1,297,399.00	\$8,872,168.00	\$59,642,152.00
2	TBD	TBD	TBD	TBD	TBD	TBD	TBD
3	TBD	TBD	TBD	TBD	TBD	TBD	TBD
GRAND TOTAL							