

Office of Partnership Districts

Partnership Agreement Enactment & Amendment History

Partnership District	Henry Ford Academy: School for Creative Studies (PSAD)
Partnership Agreement	October 2017
Amendment 1	July 2, 2018
Amendment 2	
Amendment 3	

Henry Ford Academy:
School for Creative Studies (PSAD)
Partnership Agreement

THIS PARTNERSHIP AGREEMENT (Agreement) is entered on January 29, 2018 between the Michigan Department of Education (MDE), the State School Reform/ Redesign Officer (SRO), the Grand Valley Charter School Office and:

Henry Ford Academy: School for Creative Studies (PSAD)
485 West Milwaukee Street
Detroit, MI 48202
Nanette Gill, Superintendent
Joe Aristeo, Board President
Rob Kimball, Grand Valley State University Charter School Office

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

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

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

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

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

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

2) TERMS AND CONDITIONS: Henry Ford Academy: School for Creative Studies (PSAD) 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) Henry Ford Academy: School of Creative Arts (PSAD) Elementary (HFAES)

4) EIGHTEEN MONTH BENCHMARKS TO BE MET BY Henry Ford Academy: School for Creative Studies (PSAD):

Student Achievement in ELA and Math

Benchmark 1: 3% annual increase of students scoring Proficient or Advanced on M-STEP Math and ELA test, using Spring 2017 results as a baseline.

Benchmark 2: 5% annual decrease of student scoring Not Proficient (Level 1) on M-STEP Math and ELA test, using Spring 2017 results as a baseline.

Benchmark 3: 3% annual increase of correct responses on identified Math standards on ANet Interim Assessments from Q1 to Q4 by June 2019 (The identified standards are detailed in the report identified in section 21 (B)).

Benchmark 4: 3% annual increase of correct responses on identified ELA standards on ANet Interim Assessments from Q1 to Q4 by June 2019 (The identified standards are detailed in the report identified in section 21(B)).

Attendance

Benchmark 5: Reduce chronically absent students (missing more than 10% of school days) by 7%, using 2016-17 data as a baseline.

Benchmark 6: Reduce chronically tardy (students arriving late more than 10% of the time) by 7%, using 2016-17 data as a baseline.

Implementation of ANet Data Processes

Benchmark 7: Weekly PLC notes will reflect evidence that grade level teams, led by Data Lead Teachers with the support of Instructional Coaches, follow the ANet Student Work Protocol for analyzing exit tickets and identifying instructional plans.

Benchmark 8: PLC notes will reflect evidence that grade level teams, led by Data Lead Teachers with the support of Instructional Coaches, follow ANet Data Process for analyzing Interim Assessments and identifying instructional plans.

Benchmark 9: Biweekly Leadership Team Agenda notes will reflect monitoring of PLC notes and action steps for addressing identified needs.

Development of Workforce Development Plan

Benchmark 10: A comprehensive workforce development plan to recruit and retain administrators and teachers will be completed.

5) THIRTY-SIX MONTH GOALS TO BE MET BY Henry Ford Academy: School for Creative Studies (PSAD):

Goal 1: Improve student achievement in ELA and Mathematics

Benchmark 1: 3% annual increase of students scoring Proficient/Advanced on M-STEP Math and ELA, using Spring 2017 results as a baseline.

Benchmark 2: 5% annual decrease of students scoring Not Proficient (Level 1) on M-STEP Math and ELA, using Spring 2017 results as a baseline.

Benchmark 3: 3% increase of students demonstrating mastery of identified conceptual Math standards on ANet Interim Assessments from Q1 to Q4 by June 2020 (The identified standards are detailed in the report identified in section 21(B)).

Benchmark 4: 3% increase of students demonstrating mastery of identified ELA standards on ANet Interim Assessments from Q1 to Q4 by June 2020 (The identified standards are detailed in the report identified in section 21(B)).

Goal 2: Improve student attendance

Benchmark 5: Reduce chronically absent students (missing more than 10% of school days) by 7% annually, using 2016-17 data as a baseline.

Benchmark 6: Reduce chronically tardy students (tardy more than 10% of school days) by 7% annually, using 2016-17 data as a baseline.

Goal 3: Fully implement ANet Data Process with fidelity

Benchmark 7: PLC weekly notes will reflect evidence that grade level teams, led by Data Lead Teachers, follow the ANet Student Work Protocol for analyzing exit tickets and identifying instructional plans.

Benchmark 8: PLC notes will reflect evidence that grade level teams, led by Data Lead Teachers, follow ANet Data Process for analyzing Interim Assessments and identifying instructional plans.

Goal 4: Develop and implement a comprehensive workforce development plan for recruitment and retention of administrators and teachers

Benchmark 9: Quarterly reports documenting the implementation of comprehensive workforce development plan activities will be compiled and shared with Partnership Agreement Team.

6) ANALYSIS OF RELEVANT DATA

- A. Analysis of M-STEP data from 2014-2017 supports improving student achievement in ELA and Math because in all three years there was a wide proficiency gap in both ELA and Math between HFAES students and MI students. That gap has grown over the last three years in both ELA and Math at every grade level tested, with the largest gaps being seen in Math. In 2017 only 16, 12 and 29% of students in grades 3-5, respectively, demonstrated proficiency on the M-STEP ELA test and only 15, 1, and 2% (3-5th grade respectively) demonstrated proficiency on the Math test. This indicates a need for improving achievement in both ELA and Math.
- B. Analysis of Powerschool attendance data supports improving student attendance because in the 2015-16 school year 48% of students met the definition of chronically absent (missing more than 10% of school days) and in the 2016-17 school year, 39% of students met the same criteria. Grades with the highest percentage of chronically absent students were Kindergarten and First Grade. This indicates a need for reducing students with chronic attendance issues.
- C. Analysis of School Systems Review data and School Improvement Strategies for past two years supports improving implementation of ANet Data Processes. A foundational priority indicator identified in the SSR was Assessment System and a key strategy throughout the School Improvement Plan was use of data. This indicates a need for improvement in implementation of ANet Data processes.
- D. Analysis of teacher retention data for the last three school years (2014-15, 2015-16, and 2016-17) shows that between 30-35% of instructional staff has turned over each year. This indicates a need for improvement in workforce development processes.

7) STRENGTHS AND WEAKNESSES OF Henry Ford Academy: School for Creative Studies (PSAD)

Strengths:

1. Teacher attendance
2. Parent support and parent perceptions that the school is safe, well provisioned, and that parents enjoy positive relationships with the staff
3. Increase in average daily attendance over last three years
4. Decrease in student suspensions over last three years
5. Strong vision of excellence and school culture from the school Leadership Team
6. Staffing (Coaches, Intervention Teachers, Paraprofessionals)
7. Daily Common planning time
8. Work ethic of the staff
9. Multi-year professional development on Cultural Competence and Culturally Relevant Instruction
10. Social-Emotional Development programs (Responsive Classroom and Restorative Practices)
11. Music, Physical Education and Art programs
12. Rich afterschool programming
13. Wide range of parent programming
14. Strong community partnerships

Weaknesses:

1. Depth of teacher understanding of Michigan Standards
2. Lack of common assessments that are closely aligned to Michigan Standards and well-articulated across grades
3. Weak implementation of Data Analysis and Planning Processes
4. Inconsistent use of Effective Instructional Practices across grades and teachers
5. Student attendance issues
6. High teacher churn
7. Insufficient/ineffective communication with teachers about issues they care about

8) STRATEGIES TO MEET PARTNERSHIP GOALS AND BENCHMARKS:**Strategies for Goal 1:**

- A. Clarify Instructional Model and Roles and Responsibilities to support its implementation
- B. Continue providing professional development in State Standards in ELA and Math
- C. Continue providing professional development in implementation of Data Processes
- D. Align Math and ELA Curricula and Assessments

- E. Full implementation of Power Learning Time including effective use of paraprofessionals for small group instruction
- F. Strengthen teacher retention

Strategies for Goal 2:

- A. Fully implement adopted Attendance Policy.
- B. Expand recognition activities for good attendance and improved attendance.

Strategies for Goal 3:

- A. Continue participating in the ANet Network of Schools and utilizing the resources they provide.
- B. Continue working with ANet Coach.

Strategies for Goal 4:

- A. Participate in MDE Partnership District Network Meetings and utilize experience of the group to identify effective practices.
- B. Explore the use of Blueprint resources to identify missing elements in current recruitment and retention system and to capture practices going forward.

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

- A. Ensure that every teacher has deep understanding of Michigan Standards in ELA and Math - Continue work with EL Education Coach and ANet Coach.
- B. Ensure that every teacher has the ability to analyze student achievement data and apply findings to planning for large group, small group, and individual instruction - Continue work with ANet Coach and ANet Network; utilize ANet web resources.
- C. Ensure that every teacher has the capacity to implement the EL ELA Curriculum and the Engage NY Math Curriculum to support student mastery of State Standards with the flexibility necessary to meet individual student needs - Continue building-based instructional coaching for all teachers.

10) HENRY FORD ACADEMY: SCHOOL FOR CREATIVE STUDIES BOARD OF DIRECTORS ROLE AND ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND PARTNERSHIP GOALS:

- A. The PSAD Board will become familiar with the Partnership Agreement, including the goals and benchmarks that the HFAES staff has committed itself to achieving.
- B. The PSAD Board will charge its Academic sub-committee with reviewing quarterly progress reports, detailing progress in implementation of the Partnership Agreement and its benchmarks and goals and providing summary reports to the Board as a whole.
- C. The PSAD Board will work with the school leadership to remove any barriers within its control to successful implementation of the Partnership Agreement.

11) HENRY FORD ACADEMY: SCHOOL FOR CREATIVE STUDIES SUPERINTENDENT AND BOARD PRESIDENT OR DESIGNEE ROLE AND ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A. Provide 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 at each of its meetings.
- B. At least bi-annually, the Academy's superintendent shall convene a community meeting and shall provide attendees with an update regarding the status of the Academy as relates to the implementation of this Agreement and the achievement of the goals defined herein.
- C. Oversee Partnership Agreement and keep Board of Ed informed of progress on the Agreement.
- D. Create a communications plan to inform staff and community of goals and measures.
- E. Provide support to the building Principal in the implementation and monitoring of the Partnership Agreement.
- F. Participate in professional learning and networking opportunities offered throughout the State of Michigan to gather ideas for the successful implementation of the Partnership Agreement.

12) UNION, AND/OR EMPLOYEE, Board member ACTIONS TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A. Teachers will participate in the job-embedded professional development activities outlined in this Partnership Agreement.
- B. Teachers will submit all required data for PLC analysis and planning as required.
- C. Teachers will complete PLC data analysis and planning templates as required.

- D. Teacher Leaders and School Leadership Team will participate in the Partnership Agreement Team.
- E. Leadership Team will participate in MDE Partnership District Network.

13) GRAND VALLEY CHARTER SCHOOL OFFICE ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A. Oversee and support the implementation of the partnership agreement through monthly meetings between GVSU CSO academic support team and academy leadership.
- B. Meet with, and review materials provided by ANet and EL Education support consultants on a regular and consistent basis to ensure that their support of the academy is effective in accomplishing the partnership agreements' goals.
- C. Customize professional development opportunities offered by GVSU CSO for the academy to align with the partnership agreements' goals.
- D. Help the academy's board of directors increase their capacity to govern and provide more effective oversight of the academy's academic performance.

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. Provide ongoing support to the superintendent and district team to ensure the successful implementation of the partnership agreement.
- C. Meet periodically with the superintendent and district team to identify barriers and coordinate supports and resources to eliminate or minimize the barriers.
- D. Assist with the identification of, and access to, additional funding and resources needed to fully implement the plan, as available.
- E. Provide flexibility in interpretation of federal and state rules/regulations as needed and as possible
- F. The MDE will assist the district in tracking their reports identified in this agreement.

15) BUDGET: Describe how existing and anticipated local, state, and federal funds will be used for staffing, programs, initiatives, and activities in order to meet the [18]-month benchmarks and [36]-month goals. Complete Attachment A, [36]-Month Budget Overview.

16) SECONDARY PARTNERS: The Parties serve as the **secondary** 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. Wayne RESA - Provide professional development in Levelled Literacy Intervention to Reading Intervention Teachers as needed.
- B. EL Education - Provide professional development in state standards in ELA, EL ELA curriculum, and instructional strategies to effectively implement EL ELA curriculum; develop internal capacity of Instructional Coaches to support continuous strengthening of ELA instruction.
- C. Achievement Network - Provide professional development to all instructional staff with mathematics instruction/support responsibilities in state standards in Mathematics, the EngageNY Mathematics Curriculum, and instructional strategies to effectively implement the EngageNY Mathematics Curriculum; Provide professional development to all instructional staff in a systematic data process; Develop the internal capacity of Instructional Coaches to support the continuous strengthening of Math instruction; Support the school Leadership Team in identifying the target ELA and Math standards referenced in Benchmarks 3 and 4.
- D. Central Detroit Christian - Provide after school enrichment programs in creative arts; provide supplies and materials (including clothing) to students in need; provide emergency resources to families in crisis.
- E. Black Family Development, Inc. - Provide supplementary social-emotional counseling to students in need; Provide family counseling; Provide self-care counseling to teachers; Provide referral service for families to help them locate needed resources.

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

18) TERM OF AGREEMENT:

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

[Option 1: Authorizer has not reconstituted school prior to Agreement]

- A) If the Academy school(s) covered by this Agreement [do][does] not meet the [18]-month benchmark(s) set forth in this Agreement, the Authorizer may reconstitute the Academy in accordance with the Contract and the Code, and in conjunction and notification to the MDE of this option. The reconstitution will minimally consist of a new school board and/or management organization.
- B) If the Authorizer elects not to reconstitute the Academy for the Academy school(s) not meeting the [18]-month benchmark(s) set forth in this Agreement, the SRO may implement one of the Next Level of Accountability Measures at the end of the [second][third] school year:
 - 1) Recommend to the State Superintendent the appointment of a Chief Executive Officer in the Academy as authorized under Section 1280c of the Code, MCL 380.1280c; or
 - 2) If the Academy school(s) covered by this Agreement [meet][meets] the criteria for closure under section [507][528](5) and (6) of the Code, MCL 380.[507][528](5) and (6), the SRO may issue a notice to the Authorizer that the Academy school(s) identified in this Agreement shall be closed before the start of the next school year.

- C) If after the [second full year and a half of test][third full year of test] results, it appears that the Academy school(s) covered by this Agreement will fail to meet the [36]month goal(s), the Authorizer shall give notice to the Academy that the Contract will be amended at the end of the current school year, without further action of the Authorizer and Academy, to eliminate the Academy's authority to operate the Academy school(s) subject to this Agreement. If all Academy schools are covered by this Agreement and are closed for failing to meet the [36]-month goal(s), then the Authorizer shall notify the Academy that the Academy's Contract shall be terminated at the end of the current school year or, if the Academy is in the Contract reauthorization process, that the Contract will not be reauthorized.
- 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.

[Option 2: Authorizer has reconstituted school prior to Agreement]

- A) If the Academy school(s) covered by this Agreement [do][does] not meet the [18]-month benchmark(s) set forth in this Agreement, the Authorizer may elect to require additional changes in the Academy's Educational Program.
- B) If the Authorizer elects not to require additional changes in the Academy's Educational Program for the Academy school(s) not meeting the [18]-[24]month benchmark(s) set forth in this Agreement, the SRO may implement one of the Next Level of Accountability Measures at the end of the [second][third] school year:
 - 1) Recommend to the State Superintendent the appointment of a Chief Executive Officer in the Academy as authorized under Section 1280c of the Code, MCL 380.1280c; or
 - 2) If the Academy school(s) covered by this Agreement [meet][meets] the criteria for closure under section [507][528](5) and (6) of the Code, MCL 380.[507][528](5) and (6), the SRO may issue a notice to the Authorizer that the Academy school(s) identified in this Agreement shall be closed before the start of the next school year.
- C) If after the [second full year and a half of test][third full year of test] results, it appears that the Academy school(s) covered by this Agreement will fail to meet the [36]-month goal(s), the Authorizer shall give notice to the Academy that the Contract will be amended at the end of the current school year, without further action of the Authorizer and Academy, to eliminate the Academy's authority to operate the Academy school(s) subject to this Agreement. If all Academy schools are covered by this Agreement and are closed for failing to meet the [36]-month goal(s), then the Authorizer shall notify the Academy that the Academy's Contract shall be terminated at the end of the current school year or, if the Academy is in the Contract reauthorization process, that the Contract will not be reauthorized.

- 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 Henry Ford Academy: School for Creative Studies (PSAD), its Superintendent, the Academy Board of Directors, and Partners to ensure that the school community is meaningfully engaged in the implementation of this Agreement:

- A. By April 30, 2018 - The Superintendent will develop a communication plan to share signed agreement and periodic updates with Board of Education, school staff, parents and community members.
- B. By May 30, 2018- The Superintendent will ensure that the signed agreement has been shared with BOE, school staff, parents and community members.

21) CHECKLIST OF ACTIONS: The following actions will be completed by Henry Ford Academy: School for Creative Studies (PSAD), its Superintendent, the Academy Board of Directors, and Partners as specified below:

- A. By May 30, 2018 - Henry Ford Academy: School for Creative Studies (PSAD) will identify Partnership Agreement Team meeting dates for the 2018-19 school year to ensure regular monitoring of the implementation of the plan and academic achievement results.
- B. By June 30, 2018 - The list of identified ANet Assessment ELA and Math standards being tracked in 18-month and 36-months benchmarks will be provided to all members of the Partnership Team.
- C. By June 30, 2018 - Henry Ford Academy: School for Creative Studies (PSAD) will determine business rules for all calculations related to the benchmarks identified in the Partnership Agreement.
- D. By June 30, 2018 - Henry Ford Academy: School for Creative Studies (PSAD) will develop a Partnership Agreement Implementation Action Plan that outlines actions, persons responsible, timelines, and progress to ensure complete implementation of all aspects of the Partnership Agreement.
- E. By June 30, 2018 - The PSAD Board will identify Academic sub-committee dates for the 2018-19 school year to review progress updates of the Partnership Agreement Team in order to prepare reports to the Board as a whole.
- F. By June 30 of each of the following years covered under this agreement, Henry Ford Academy: School for Creative Studies (PSAD) will identify Partnership

Agreement Team meeting dates for the ensuing school year to ensure regular monitoring of the implementation of the plan and academic achievement results.

- G. By June 30 of each of the following years covered under this agreement, The PSAD Board will identify Academic sub-committee dates for the ensuing school year to review progress updates of the Partnership Agreement Team in order to prepare reports to the Board as a whole.

22) FUTURE MEETING DATES: Henry Ford Academy: School for Creative Studies (PSAD) 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. Quarterly meetings will be decided by June 30, 2018
- B. By June 30 of each of the following years covered under this agreement, quarterly meeting dates will be decided for the ensuing academic school year.

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

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

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

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:

A. If to the School District:

Henry Ford Academy: School for Creative Studies
485 West Milwaukee Street
Detroit, MI 48202

Attn: Nanette Gill, Superintendent
Joe Aristeo, President, Board of Education
Superintendent email address: ngill@hfli.org
School Board President email address: jaristeo@aristeo.com

B. If to ISD/Authorizer:

GVSU Charter School Office
201 Front Avenue SW, Suite 310
Grand Rapids, MI 49504
Attn: Rob Kimball, Grand Valley Charter School Office
Authorizer email address: kimbalro@gvsu.org

C. If to Michigan Department of Education:

608 W. Allegan Street
P.O. Box 30008
Lansing, MI 48909
Attn: Superintendent
Email address: WhistonB@Michigan.gov

D. If to SRO:

608 W. Allegan Street
P.O. Box 30008
Lansing, MI 48909
Attn: State School Reform/ Redesign Officer

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: _____

Title: Superintendent of Public Instruction

Date: _____

Henry Ford Academy: School For Creative Studies

Name: _____

Title: Superintendent

Date: _____

Henry Ford Academy: School For Creative Studies Board of Education

Name: _____

Title: Board of Education President

Date: _____

State School Reform/Redesign Officer

Name: _____

Title: Interim State School Reform Officer

Date: _____

Grand Valley State University Charter School Office

Name: _____

Title: _____

Date: _____

ATTACHMENT A: [THIRTY-SIX][FORTY-EIGHT] 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.

The numbers supplied below represent the Year I plan and our intention to maintain those staffing levels and supports throughout the duration of this agreement. If there are any significant changes in state and/or federal funding levels, modifications will be made as necessary.

[Thirty Six][Forty-Eight] Month Budget Overview

PARTNERSHIP AGREEMENT YEAR	SALARIES	BENEFITS	PURCHASED SERVICES	PROFESSIONAL LEARNING	SUPPLIES & MATERIALS	OTHER EXPENDITURES	TOTAL EXPENDITURES
1	641,915	134,918		68,000	9670		854503
2	641,915	134,918		68,000	9670		854503
3	641,915	134,918		68,000	9670		854503
GRAND TOTAL	1,925,745	404,754		204,000	29,010		2,563,509

1st AMENDMENT TO THE PARTNERSHIP AGREEMENT

BETWEEN

HENRY FORD ACADEMY: SCHOOL FOR CREATIVE STUDIES (PSAD)

AND

GRAND VALLEY STATE UNIVERSITY CHARTER SCHOOLS OFFICE

AND

MICHIGAN DEPARTMENT OF EDUCATION

AND

STATE SCHOOL REFORM/ REDESIGN OFFICER

In accordance with Section 23 of the Partnership Agreement ("Agreement") entered into on January 29, 2018, and executed on February 15, 2018, between Henry Ford Academy: School for Creative Studies (PSAD), Grand Valley State University Charter Schools Office, Michigan Department of Education (MDE), and the State School Reform/Redesign Officer (SRO), the parties agree to the following:

1. Amend the opening paragraph by deleting the language that is stricken through and adding the language in bold. The paragraph should read as follows:

"THIS PARTNERSHIP AGREEMENT (Agreement) is entered on January 29, 2018, between the Michigan Department of Education (MDE), the State School Reform/Redesign Officer (SRO), the Grand Valley State University Charter Schools Office and:

Henry Ford Academy; School for Creative Studies (PSAD)

485 West Milwaukee Street

Detroit, MI 48202

~~Nanette Gill~~ Mark Ornstein, Superintendent

Joe Aristeo, Board President

Rob Kimball, Grand Valley State University Charter Schools Office

(Each a "Party," collectively "the Parties").

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

2. Amend Section 1, Purpose of this Agreement, paragraph two by adding the language in bold. The paragraph should read as follows:

“Section 1280c. MCL 380.1280c, of the Revised School Code (Code) requires the Superintendent of Public Instruction (State Superintendent) to annually publish a list identifying the public schools in the state that MDE has determined to be among the lowest achieving 5% of all public schools in the State. Section 1280c, MCL 380.1280c, also requires the State Superintendent to issue an order placing each school on the list under the supervision of the SRO. MDE designates schools on the list as ‘Priority Schools.’ The Academy schools subject to this Agreement are Priority Schools, and the SRO has the authority provided in Section 1280c, MCL 380.1280c, to address the lowest achieving schools that do not achieve improved academic performance for students attending the Priority School(s). The SRO is executing its statutory responsibilities by collaborating with the other Parties and Partners (as defined below) in this Agreement. This 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. Henry Ford Academy: School for Creative Studies (PSAD) Elementary School is a Priority School and the Parties agree that the implementation of this Agreement is in the best interest of the students at Henry Ford Academy: School for Creative Studies (PSAD) Elementary School for its/their academic improvement.”

3. Amend Section 3, Schools Supported by this Agreement, by deleting the language that is stricken through and adding the language in bold. The paragraph should read as follows:

"A) Henry Ford Academy: School of ~~Creative Arts~~ for Creative Studies (PSAD) Elementary School (HFAES)"

4. Amend Section 10, Henry Ford Academy; School for Creative Studies Board of Directors Role and Action to be Taken in Order to Meet Benchmarks and Partnership Goals, by deleting the language that is stricken through and adding the following language in Bold to the title of the Section so that it reads ~~Henry Ford Academy: School For Creative Studies~~ Public School Academies of Detroit Board of Directors Role and Action to be Taken in Order to Meet Benchmarks and Partnership Goals."

5. Amend Section 31, Notices, by deleting the language that is stricken through and adding the language in bold so that the paragraph reads as follows:

"A. If to the School District:

Henry Ford Academy: School for Creative Studies
485 West Milwaukee Street
Detroit, MI 48202

Attn: ~~Nanette Gill~~ Mark Ornstein, Superintendent

Joe Aristeo, President, Board of Education

Superintendent email address: ~~ngill@hfi.org~~ mark.ornstein@uprepschools.com

School Board President email address: jaristeo@aristeo.com

B. If to the ISD/Authorizer:

GVSU Charter School Office
201 Front Avenue SW, Suite 310
Grand Rapids, MI 49504

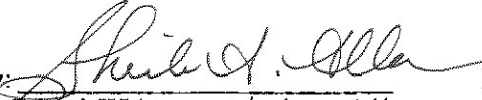
Attn: Rob Kimball, Grand Valley State University Charter Schools Office

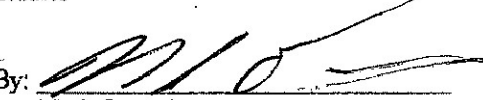
Authorizer email address: ~~kimbalro@gvsu.org~~ kimbalro@gvsu.edu"

The undersigned have read, understand and agree to comply with and be bound by the terms of and the conditions set forth in this Amendment to the Agreement.

Michigan Department of Education

Henry Ford Academy: School for Creative Studies

By: 
~~Brian J. Whiston~~ Shelia Alles

By: 
Mark Ornstein

Interim
Its: Superintendent of Public Instruction

Its: Superintendent

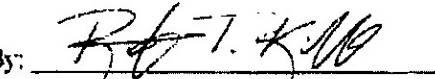
Date: _____

Date: 6/28/18

Henry Ford Academy: School for Creative Studies (PSAD) Board of Education

Grand Valley State University Charter Schools Office

By: 
Joseph Anastasio

By: 
Robert T. Kimball, Ed.D.

Its: Board President

Its: Associate Vice President for Charter Schools

Date: 3/23/2018

Date: 2/27/18

State School Reform/Redesign Officer

By: 
Dr. Dedrick Martin

Its: Interim State School Reform Officer

Date: 7-2-18