

Office of Partnership Districts

Partnership Agreement Enactment & Amendment History

Partnership District	Macomb Montessori Academy
Partnership Agreement	March 2018
Amendment 1	November 26, 2018
Amendment 2	
Amendment 3	

Partnership Agreement for Public School Academies March 2018

THIS PARTNERSHIP AGREEMENT (Agreement) is entered on June 25, 2018 between the Michigan Department of Education (MDE), the State School Reform/ Redesign Officer (SRO), Lake Superior State University and:

Macomb Montessori Academy (Academy)
14057 E. 9 Mile Rd.
Warren, MI 48089
Lisa Key, Superintendent
Cheryl Paull, Head of School
Samuel Bullock, Academy Board President
Chris Oshelski, Authorizing Agent
Dr. A. Frye, Macomb ISD

(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 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.

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 The Macomb Montessori Academy Board of

Directors. 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 Macomb Montessori Academy for its/their academic improvement.

2) TERMS AND CONDITIONS: Macomb Montessori 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.

Goals:

- 1) Improve students' academic growth on the NWEA after 36 months.
- 2) Improve student proficiency levels on the M-Step after 36 months.
- 3) Decrease out of school suspensions after 36 months.
- 4) Improve stakeholder engagement after 36 months.
 - A. Students
 - B. Staff
 - C. Parents

3) SCHOOLS SUPPORTED BY THIS AGREEMENT:

- A) Macomb Montessori Academy

4) EIGHTEEN MONTH BENCHMARKS TO BE MET BY MACOMB MONTESSORI ACADEMY:

18-Month Process Benchmarks: (Completed by February, 2020)

Teachers, Head of school, Instructional Coaches and all support staff will:

Goal 1 Improve students' academic growth on NWEA.

1. Choice Schools will support the implementation process of ELA and Math curriculum along with common benchmark assessments.
2. Choice Schools will support the implementation of a scope and sequence along with common benchmark assessments in ELA and math curriculum.
3. Building will create a PLC schedule with fidelity and conduct bi-monthly PLC's analyzing student growth and achievement data.

Goal 2 Improve student proficiency levels on the M-Step.

1. Choice Schools will support the implementation process of ELA and Math curriculum along with common benchmark assessments.
2. Choice Schools will support the implementation of a scope and sequence along with common benchmark assessments in ELA and math curriculum.
3. Building will create a PLC schedule with fidelity and conduct bi-monthly PLC's analyzing student growth and achievement data.

Goal 3 Decrease out of school suspensions.

1. MISD will assist in the implementation of restorative practices, cultural proficiency, and PBIS as it relates to MTSS.
2. Building is implementing building level MTSS based on the District MTSS framework including a tiered system of behavior interventions, 50% of academy staff will be trained in using multi-tiered systems of support.

3. Building is using a standard incident recording protocol for behavior and attendance as it relates to MTSS, these reports will be logged and tracked in PowerSchool and SWIS.

Goal 4 Improve stakeholder engagement.

1. Academy staff will collaboratively create a calendar for parent activities.
2. Choice HR will work collaboratively with academy leadership to develop a staff recruitment and retention plan.
3. Academy Student Culture Committee will develop a plan for student recognition for behavior and attendance.

18-Month Outcome/Product Benchmarks (Completed by February, 2020)

Teachers, Head of school, Instructional Coaches and all support staff will:

Goal 1 Improve students' academic growth on NWEA.

1. Student achievement growth and proficiency data as measured by NWEA/MAP reading and math assessments will increase by 5%.

Goal 2 Improve student proficiency levels on the M-Step.

1. Increase number of students who are at minimum, partially proficient or higher on M-STEP in Math and ELA will increase by 5%.

Goal 3 Decrease out of school suspensions.

1. Student suspension data will improve by 5%.

Goal 4 Improve stakeholder engagement.

1. Parent participation rates will increase by 50%.
2. Staff retention rates will be at least 75%.
3. Student average daily attendance rates will improve by 5%.

5) THIRTY-SIX MONTH GOALS TO BE MET BY MACOMB MONTESSORI ACADEMY:

Goal 1 Improve students' academic growth on NWEA

1. Increase the percentages of students meeting or exceeding their RIT growth goal on NWEA/MAP reading assessments by 10%, with at a least 3 percentage point gain, from spring 2018 to spring 2021, and/or
2. Increase the percentages of students meeting or exceeding their RIT growth goal on NWEA/MAP math assessments by 10%, with at a least 3 percentage point gain, from spring 2018 to spring 2021, and/or

3. Increase the average percentage of students scoring at or above the National Norm (achievement percentile of 50 or higher) on the NWEA/MAP reading assessment by 10%, with at least a 3 percentage point gain from fall 2018 to Spring 2021, and/or
4. Increase the average percentage of students scoring at or above the National Norm (achievement percentile of 50 or higher) on the NWEA/MAP math assessments by 10%, with at a least 3 percentage point gain, from fall 2018 to spring 2021, and/or

Goal 2 Improve student proficiency levels on the M-Step.

1. Increase the percentage of students scoring at a minimum, partially proficient or higher in ELA by 10% on M-STEP from spring 2018 to spring 2021, and/or
2. Increase the percentage of students scoring at a minimum, partially proficient or higher in MATH by 10% on M-STEP from spring 2018 to spring 2021.

Goal 3 Decrease out of school suspensions.

1. Reduce discipline referrals by 10% from fall 2018 to spring 2021 (considering developing school wide processes for documentation of, and support of student behavior), and/or
2. Reduce suspensions by 10% from fall 2018 to spring 2021 (considering developing school wide processes for documentation of, and support of student behavior). [1]

Goal 4 Improve stakeholder engagement.

1. Parent participation rates will increase by 100%.
2. Staff retention rates will be at least 100%.
3. Student average daily attendance rates will improve by 10%.

6) ANALYSIS OF RELEVANT DATA

A) In 2016, 9% of third graders at Macomb Montessori Academy were proficient on the ELA M-STEP, and 17% proficient in Spring 2017. Proficiency for third grade on the Math M-STEP assessment in 2016 was 0%, and in 2017, 8%.

In 2016, 13% of fourth graders at Macomb Montessori Academy were proficient on the ELA M-STEP, and 7% proficient in Spring 2017. Proficiency for fourth grade on the Math M-STEP assessment in 2016 was 0%, and in 2017, 0%.

In 2016, 7% of fifth graders at Macomb Montessori Academy were proficient on the ELA M-STEP, and 29% proficient in Spring 2017. Proficiency for fifth grade on the Math M-STEP assessment in 2016 was 0%, and in 2017, 7%.

In 2016, 8% of sixth graders at Macomb Montessori Academy were proficient on the ELA M-STEP, and 0% proficient in Spring 2017. Data for the spring 2017 M-STEP was not available for sixth grade due to a small number of students enrolled in sixth grade.

Macomb Montessori Academy has performed below the state average for the past three years.

B) Analysis of student behavior referrals and suspension data indicate a need for school wide systems in areas of restorative practices, cultural proficiency, and PBIS as it relates to MTSS, to increase student time on task inside the classroom

7) STRENGTHS AND WEAKNESSES OF MACOMB MONTESSORI ACADEMY

Strengths	Challenges
<ol style="list-style-type: none"> 1. Our ELA growth was 3x greater than our math growth 2. Majority of staff are engaged in improving teaching and learning 3. School Improvement Team exists and includes various stakeholders 4. Several teachers certified in Montessori educations 5. All staff participate in ongoing embedded professional development opportunities 6. Professional Learning Communities exist at every grade level 7. Building-wide systems and structures exist and are successfully implemented 8. M-STEP ELA scores are trending in a positive direction 9. Some staff members have received formal training on Restorative Practices 10. MMA received 100% of the points for the attendance portion of the school index score. 	<ol style="list-style-type: none"> 1. Growing transiency rates and increasing levels of economically disadvantaged families 2. Limited understanding school wide of how to support students with trauma and use of restorative practices 3. Skills needed to be successful in our diverse community requires skills that are not taught in typical College of Education programs. 4. Behaviors present challenges and disruption to the learning environment. 5. Fiscal limits as it relates to securing staffing and programming supports. 6. Fiscal limits as it relates to building needs, i.e. boiler, roof, and air conditioning - impacts optimum learning environments. 7. Math scores are 3x lower than ELA on M-Step. 8. Onsite Montessori curriculum support in ELA and Math is limited. 9. Instructional rigor is inconsistent or non-evident in many classrooms 10. Employee retention rates are low. 11. Attracting and retaining certified teachers in a high-needs, at-risk school 12. School-wide Montessori training and support. 13. Education and understanding of Montessori - parents. 14. Parental involvement; workshops to involve parents in their student's success

8) STRATEGIES TO MEET PARTNERSHIP GOALS AND BENCHMARKS:

A) **Strategy 1: Instructional Practices (Goal 1 and 2)**

Through our focus on Instructional Practices, through curriculum training, bi-monthly trainings and increased accountability, we will create a systemic and comprehensive approach to instructional practice allowing teachers to collaborate and calibrate their instructional efforts for the benefit of student learning and improvement of instructional practice during bi-monthly PLC meetings. This effort will include the adaptation of ELA and math curricula including common benchmark assessments aligned to the Michigan State Common Core Standards.

B) Strategy 2: Climate and Culture (PBIS) (Goal 3)

Through our partnership with MIBLSI and Macomb ISD, we will create a systemic school-wide multi-tiered behavioral framework of School-wide Positive Behavioral Interventions and Supports (PBIS), 100% of our teacher will be trained and supported in this effort. The ISD and MIBLSI share a collaborative focus on building local capacity to support implementation of PBIS with fidelity for improved outcomes for all students. [2]

C) Strategy 3: Behavioral Monitoring and Intervention (Goal 3)

Through the expertise of a team committee, the school will create a system for monitoring student behavior, looking for trends, areas of high or increased negative behavior, increasing parent/guardian education and involvement, through SWIS and Powerschool tracking.

D) Strategy 4: Engaging Stakeholders (Goal 4)

Through the expertise of a team committee, Macomb Montessori Academy will hold monthly stakeholder engagement events, including: curriculum nights, fun activity nights, educational events, community outreach events, student and teacher of the month, and perfect attendance awards.

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

- A. Professional development for the implementation of ELA and Math Curriculum.
- B. Professional development to create and use of benchmark assessments.
- C. Job-embedded professional learning through instructional coaching in reading and mathematics to support classroom teachers, para-educators and administrators.
- D. Professional learning through job-embedded coaching to support implementation of school-wide positive behavior supports and restorative practices.
- E. Professional learning targeting the use of data to inform instruction and intervention modifications, including the use of NWEA/MAP and local assessment reports from the data warehouse.

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

- A. Support the Head of School and the Academy's leadership team and their staff with the implementation of the Partnership Agreement
- B. The Board and/or Head of School and the Academy's leadership team will review Macomb Montessori Academies progress towards meetings its partnership goals monthly
- C. The Board will approve resources needed to ensure the successful completion of the partnership goals
- D. Align budget decision in accordance with goals, strategies and outcomes of the Partnership Agreement.

11) HEAD OF SCHOOL ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A. 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. Collaborate with all partners on a quarterly basis as it relates to the Partnership plans, goals and benchmarks.
- C. Attend professional development and facilitate stakeholder support as it relates to the Partnership plan.
- D. On a quarterly basis, the Academy's Head of School shall convene a community meeting and shall provide attendees with an update regarding the status of the Academy as relates to the implementation of this Agreement and the achievement of the goals defined herein.

12) CHOICE SCHOOLS (EDUCATIONAL SERVICE PROVIDER) ACTIONS TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A. Choice Schools will assist the academy in utilizing the partnership agreement to drive the School Improvement Plan process
- B. Choice Schools Human Resource department will support efforts to attract and retain qualified staff to support the partnership agreement.
- C. Choice Schools Compliance Department will assist with reports and compliance tasks.
- D. Choice Schools Curriculum Instruction and Assessment Department will assist the academy with identifying and assist with the provision of professional development and other supports, which align to the SIP and Partnership Agreement.

13) LAKE SUPERIOR STATE ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A) LSSU will actively support Macomb Montessori Academy's efforts to achieve the goals of each phase identified in paragraph staff and partners to:

1. Support the collection, review and analysis of the data and profiles for Macomb Montessori Academy.
2. Work collaboratively with Superintendent, the Academy's leadership team and the Academy's Board to ensure Academy meets all goals.

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 meeting to discuss and review progress.
- C. Work with the Academy's Leadership Team and Superintendent to determine what supports are needed.

15) Macomb Intermediate School District ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A. MISD will collaborate on a Service Plan with MMA in order to support goals towards increasing achievement level.
- B. MISD will provide an Implementation Facilitator who will partner with MMA to assist and support the plan.
- C. The Implementation Facilitator will help with designing professional learning customized to MMA.
- D. MISD will provide support through PLC Modules coaching teachers through professional learning cycles utilize a triaged tiered model. [3]

16) 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 [4.]

As a relatively new school opening 5 years ago, Macomb Montessori Academy leadership and Choice Schools worked collaboratively to obtain financial viability. Currently, Macomb Montessori Academy continues to work towards the goal of increasing the fund balance, to, create a healthy fund balance for school operations. Expenditures are aligned with the School Improvement Plan. Fiscal planning will be aligned to support this Partnership Agreement.

17) 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. Macomb Montessori Academy Board
- B. Choice Schools Associates

- C. Macomb ISD
- D. Lake Superior State University
- E. Michigan Department of Education

18) ADDITIONAL SCHOOLS:

- A. Macomb Montessori Academy is a Single Building District

19) 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 will 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. If 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.

20) 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. Close and Reconstitute
 - 2. Close
- 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.
 - 1. Close and Reconstitute
 - 2. Close

- C. 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 shall implement one of the following mutually agreed upon Next Level of Accountability Measures:
 - 1. Close and Reconstitute
 - 2. Close

- D. If the Academy school(s) covered by this Agreement [do][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 [do][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. Close and Reconstitute
 - 2. Closure

- F. If the Academy school(s) covered by this Agreement [do][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.

- G. 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.

- H. 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.

21) COMMUNITY ENGAGEMENT: The following actions will be completed by Macomb Montessori Academy, the Superintendent, the Academy Board of Directors, and Partners to ensure that the school community is meaningfully engaged in the implementation of this Agreement:

- A. Macomb Montessori Academy will ensure that the school improvement team includes active parent and community participation in the planning and implementation of the partnership agreement and the school improvement

plan evidenced by regular attendance at meetings and events by February, 2019.

- B. The school will design, develop, and deploy a communication structure that includes regular communication to all stakeholders, including parents, community members, partners, schools, and all staff regarding the implementation progress of the partnership agreement. The school commits to having this communication channel in place by January, 2019.

22) CHECKLIST OF ACTIONS: The following actions will be completed by Macomb Montessori Academy, the Head of School, the Academy Board of Directors, and Partners as specified below:

- A. By July 30, 2018, the school plan for a comprehensive needs assessment to ensure that the areas identified as priority strategies in this partnership agreement are the correct measures to be taken to improve student achievement.
- B. By July 30, 2018, the school will determine, in coordination with MDE and LSSU, quarterly 2018-2019 meeting dates for the purpose of progress monitoring engaging in collaborative discussion, gauging implementation progress, identifying barriers, and discussing relevant issues regarding this Agreement.

23) FUTURE MEETING DATES: Macomb Montessori 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. 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.

24) 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.

25) 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.

26) 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.

27) 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.

28) 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.

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

30) 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.

31) NO INDEMNIFICATION: There shall be no indemnification of any Party by any other regarding 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.

32) 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:
Macomb Montessori Academy (Academy)
14057 E. 9 Mile Rd.
Warren, MI 48089
Attn: Cheryl Paull, Academy School Leader
Samuel Bullock, President, Board of Directors
cherylpaul@choiceschools.com
rev_b@sbcglobal.net

ii) If to Authorizer:
Lake Superior State University
650 W Easterday Ave
Sault Ste. Marie, MI 49783
Attn: Chris Oshelski, Title of Authorizer Contact
coshelski@lssu.edu

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: _____

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.

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

Michigan Department of Education

Macomb Montessori Academy Administrator

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

MMA Board of Directors President

Office of Partnership Districts, Director, SRO Officer

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Area Superintendent (Choice Schools)

Lake Superior State University

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Macomb ISD

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ 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

Partnership Agreement Year	Purchased Services	Professional Learning	Instructional Supplies	Rent and Utilities	Maintenance Supplies and Repairs	Central Support Services	Total Expenditures
1	\$1,603,691	\$60,064	\$55,000	\$213,286	\$54,245	\$55,250	\$2,041,536
2	\$1,608,046	\$54,822	\$36,700	\$220,929	\$98,000	\$55,250	\$2,073,747
3	\$1,660,000	\$75,000	\$55,000	\$240,000	\$100,000	\$55,250	\$2,185,250

1st AMENDMENT to the Macomb Montessori Academy Partnership Agreement

In accordance with section 24 of the Macomb Montessori 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 5 THIRTY-SIX MONTH GOALS TO BE MET BY Macomb Montessori Academy by striking through the language to be changed and adding new language in **bold**. The statement(s) should read as follows:

Goal 1 Improve students' academic growth on NWEA

- A. Increase the percentages of students ~~meeting or exceeding their RIT growth goal on NWEA/MAP reading assessments~~ **scoring at or above grade level on the NWEA/MAP reading assessment** by **at least 10%**, ~~with at least a 3 percentage point gain~~, from spring 2018 to spring 2021, ~~and/or~~
- B. Increase the percentages of students ~~meeting or exceeding their RIT growth goal on NWEA/MAP math assessments~~ **scoring at or above grade level on the NWEA/MAP math assessment** by **at least 10%**, ~~with at least a 3 percentage point gain~~, from spring 2018 to spring 2021, ~~and/or~~.
- C. ~~Increase the average percentage of students scoring at or above the National Norm (achievement percentile of 50 or higher) on the NWEA/MAP reading assessment by 10%, with at least a 3 percentage point gain from fall 2018 to Spring 2021, and/or~~
- D. ~~Increase the average percentage of students scoring at or above the National Norm (achievement percentile of 50 or higher) on the NWEA/MAP math assessments by 10%, with at least a 3 percentage point gain from fall 2018 to spring 2021, and/or~~

Goal 2 Improve student proficiency levels on the M-Step.

1. Increase the percentage of students scoring at a minimum, ~~partially~~ **proficient** or higher in ELA by ~~40~~ **7%** on M-STEP from spring 2018 to spring 2021, ~~and/or~~
2. Increase the percentage of students scoring at a minimum, ~~partially~~ **proficient** or higher in MATH by ~~40~~ **7%** on M-STEP from spring 2018 to spring 2021.

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:

Macomb Montessori Academy
Board of Education President

Name: Glen Hatten

Date: 24-SEPT-18

Macomb Montessori Academy
Superintendent

Name: Quem K

Date: 9/24/18

Michigan Department of Education,
Interim Superintendent of Public Instruction

Name: Sheik D. Allen

Date: 11-20-18

Office of Partnership Districts
Director, SRO Officer

Name: Zhu S. G

Date: 11-26-18

Lake Superior State University Charter Schools Office
Director/ Designee

Name: Julie Hopper

Title: Academic Assessment Specialist

Date: 9-24-18