

Partnership Agreement for Public School Academies March 2018

THIS PARTNERSHIP AGREEMENT (Agreement) is entered on <date> between the Michigan Department of Education (MDE), the State School Reform/ Redesign Officer (SRO), the <Name of Authorizer (Authorizer)> and:

**Sarah J. Webber Media Arts Academy
48980 Woodward
Pontiac, MI 48342
LaToya Williams, Superintendent/Principal
Bob Thomas Academy Board President
Lake Superior State University Authorizing Agent**

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

The above-named Parties agree that upon the commencement date of this Agreement, they shall be deemed to have mutually agreed upon goals and outcomes for the Academy. The agreed upon goals and outcomes set forth in this Agreement shall be consistent with the educational goals and outcomes set forth in the Academy's charter contract, which includes all charter contract amendments, issued to the Academy by the Authorizer (collectively the "Contract"). 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.

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 Sarah J. Webber Media Arts Academy. 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 <school(s) name> for its/their academic improvement.

2) TERMS AND CONDITIONS: Sarah J. Webber 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. Sarah J. Webber Media Arts Academy

4) EIGHTEEN MONTH BENCHMARKS TO BE MET BY SARAH J. WEBBER MEIDA ARTS ACADEMY

GOAL 1: The School District of Sarah J. Webber will engage in installation of the Blueprint's Talent Recruitment System to ensure that the staff with turnaround competencies are placed in the building.

18 Month Benchmark (Spring 2019)

1. **Staff Retention:** (70% of Teachers will be retained) to insure efficacy and development of teacher skills to impact student learning opportunities.

2016-2017 Staff Retention	37%
2017-2018 Staff Retention	67%

(Goal 1) Strategy #1: Installation of Talent Recruitment System

The district will install the Talent Recruitment System to ensure that the district finds, identifies, develops and keeps the talent required to impact student, teacher, and leader performance.

Rationale: Prior Years there was a higher turnover in staff due to multiple changes in leadership and Educational Service Provider.

Strategic Placement

1. Identify Turnaround Teacher and Leader Competencies
2. Inventory Current Instructional Staff
3. Evaluations conducted (2) times a year for entire staff to ensure development and continued growth for staff.
4. The district will use a developed or adopted evaluation system to measure and report teacher and leader performance around identified competencies.

Tactical Systemic Capacity Building

1. The district provides job-embedded professional learning opportunities to all teachers, principals, and central office administrators that are aligned to individual adult capacity and student need.

(Goal 1) Strategy #2 Monitoring Teacher Progress

1. Evaluate Teacher professional development/growth plans to ensure teacher growth and sustainability.
2. Provide teacher incentives to demonstrate competency and improvement.

Goal 2: The School District of Sarah J. Webber will engage in installation of an instructional framework system that supports small group individualized instruction to ensure that high quality, subject specific, curriculum, assessment, and instructional practices are occurring within the building.

(18) Month Benchmark Spring 2019

Target:

1. **5% increase** of all students will meet individual projected growth goals on NWEA-MAP Math from Fall 2018 to Spring 2019.
2. **5% increase** of all students will meet individual projected growth goals on NWEA-MAP Reading from Fall 2018 to Spring 2019.
3. **5% increase** in percent of all students meeting or exceeding the national norm (achievement percentile of 50 or higher) on the NWEA-MAP Reading from Fall 2018 to Spring 2019.
4. **5% increase** in percent of all students meeting or exceeding the national norm (achievement percentile of 50 or higher) on the NWEA-MAP Math from Fall 2018 to Spring 2019.
5. **5% increase** in the number of 3rd – 8th grade students demonstrating proficiency on state ELA Assessment.
6. **5% increase** in the number of 3rd – 8th grade students demonstrating proficiency on state Math Assessment.

(Goal 2) Strategy #1 Implementation of Professional Learning Communities create:

1. Visions of High-Quality Instruction
2. Establish and train staff on Curriculum and Assessment to measure student progress
3. Complete a curriculum audit of Sarah J. Webber Media Arts Academy each semester to ensure progress.
4. Provide Professional learning informed by results of curriculum audit.

(Goal 2) Strategy #2 Learning Platforms to support student growth implement:

1. Learning opportunities utilizing online platforms to support student individualized learning paths
2. Establish curriculum calendar to support parents in understanding student subject expectations
3. Create online learning portraits to allow students access to different learning modalities to increase competencies

Goal 3: The School District of Sarah J. Webber will engage in installation of systems connected to Student Support System to ensure that all students have access to necessary Social Emotional, Nutritional and Health supports that allow access to learning.

(18) Month Benchmark:

1. **5% Reduction** in the percentage of Full Academic Year students identified as chronically absent from the **Fall 2018 to Spring 2018**.
2. **5% Decrease** in the number of Full Academic Year student behavioral suspensions overall from **Fall 2018 to Spring 2019**.

(Goal 3) Strategy #2: Create A Safe and Nurturing Environment and Promote Collective Responsibility.

The district will establish and strengthen the Foundational Components of the PBIS (Positive Behavioral Intervention Supports Student Support System).

1. The district will initiate and promote policies, structures and practices that develop trust between the student, the school, and the family.
2. The district will actively create a culture of shared ownership for the well-being and achievement of its students through the continued implementation of PBIS framework as a school initiative.
3. The district will create a process of collecting student data to inform non-academic support using MI-Star student database system to house and track student behavior data.
4. The district will provide Professional development in Cultural Competencies to ensure cohesive collaboration amongst all stakeholders.

(Goal 3) Strategy #3: Create A Safe and Nurturing Environment and Promote Collective Responsibility.

Sarah J. Webber will engage in the continuous implementation of components of our Student support System, in conjunction with installing portions of the Blueprints' Instructional Framework to:

1. Create vision of high-quality non-academic student support
2. Assess current levels of foundational components
3. Create a process for collecting data student data to inform non-academic support using MI-Star as student data base system to house student data
4. Meeting Monthly to review and make decision regarding student behavior needs.
5. Solicit a full time **School Social Worker** or **Student Support Interventionist** to target individual student needs and connect families to resources outside of the school to support student growth.

THIRTY-SIX MONTH GOALS TO BE MET BY SARAH J. WEBBER MEDIA ARTS ACADEMY

Goal 1: The School District of Sarah J. Webber will engage in continuous Monitoring of a Talent Recruitment System to ensure that the staff with turnaround competencies are placed in the building.

(36) Month Staff Retention Benchmark:

Target:

1. Staff Retention – 75% of Teachers will be retained and measure by using teacher evaluation and retention plans.

(Goal 1) Strategy #1: Continued Monitoring of Talent Recruitment System:

The district will continue the monitoring of the Talent Recruitment System to ensure that the district finds, identifies, develops, and keeps the talent required to impact student, teacher, and leader performance. Attending and partnering with local universities to identify students looking to transition into the educational area to support student growth.

Tactical Systemic Capacity Building

1. The district provides job-embedded professional learning opportunities to all staff, teachers, principals, and central office administration that are aligned to individual adult capacity and student need.
2. Create incentives for teacher growth, referral and retention opportunities.

Goal 2: The School District of Sarah J. Webber will engage in installation of the Blueprint to develop an Instructional framework system that supports small group individualized instruction to ensure that high quality, subject

specific, curriculum, assessment, and instructional practices are occurring within the building.

(36) Month Academic Benchmark:

Target:

1. **10% increase** of all students will meet individual projected growth goals on the NWEA-MAP Math from Fall 2018 to Spring 2021.
2. **10% increase** of all students will meet individual projected growth goals on the NWEA-MAP Reading from Fall 2018 to Spring 2021.
3. **10%** in percent of all students meeting or exceeding the national norm (achievement percentile of 50 or higher) on the NWEA-MAP Reading from **Fall 2018 to Spring 2021.**
4. **10%** in percent of all students meeting or exceeding the national norm (achievement percentile of 50 or higher) on the NWEA-MAP Math from **Fall 2018 to Spring 2021.**
5. **8% increase** in the number of 3rd -8th grade students who demonstrate proficiency on State ELA Assessment in Spring 2021.
6. **8% increase** in the number of 3rd -8th grade students who demonstrate proficiency on State Math Assessment in 2021.

(Goal 2) Strategy #1:

1. Provide Professional learning opportunities and coaching supporting using data to drive instruction
2. Implementation of Professional Learning Communities to support teachers in building and sustaining their skills of research-based strategies.
3. Continued use of MAP skills tool to monitor student growth and learning.
4. Work in collaboration with Local ISD to support teacher learning of Strategies and resources to support student engagement in literacy and math small group instructional strategies.
5. Provide intensive academic student support using small group push in and pull out strategies

Goal 3: The School District of Sarah J. Webber will engage in installation of the Blueprint to connect Student Support Systems to ensure that all students have access to necessary Social Emotional, Nutritional, and Health supports that allow access to learning.

(36) Month Benchmark (Winter 2022):

Target:

1. **10% Reduction** in the percentage of students identified as chronically absent from Fall 2018 to Spring 2021.

2. **10% Decrease** in the number of student behavioral suspensions overall from Fall 2018 to Spring 2021.

(Goal 3) Strategy #1:

1. Work with Oakland County ISD to ensure proper communication communications are sent in a timely manner to assist parents with ensuring student attendance.
2. Continuous monitoring of school truancy policy as outlined by Oakland County ISD.
3. Continued Progress monitoring of staff on Positive Behavior Intervention Support Implementation and ongoing Professional development.
4. Continued monitoring of Check in and Check out system for students Identified as Tier III behavior intervention support.
5. Utilize school social worker to work with Student Support Interventionist to insure proper behavior strategies and implementation for students identified, in need of support.

5) ANALYSIS OF RELEVANT DATA 2018 t

- A. Analysis of Sarah J Webber CNA supports [36]-month goal 1 and/or [18]-month benchmark 1 because student retention has been a challenge in the surrounding districts indicate a need for a comprehensive recruitment and retention plan.
- B. Analysis of Academic Achievement data supports [36]-month goal 2 and/or [18] month benchmark 1 > because students are significantly struggling in demonstrating proficiency in fundamental skills acquisition and NWEA/MAP and M-Step indicate a need for intensive curriculum alignment and instructional restructure.
- C. Analysis of student well- being and positive behavior supports [36]-month goal 3 and/or [18]-month benchmark 3 because in-school suspension and long-term suspension indicate a need for the reduction of out of school time for students who demonstrate extreme behavior issues. These students and additional identified students with academic and behavior issues have been identified as have chronic attendance issues from fall to spring.

% of Students Meeting M-Step Proficiency 2016-2017

Grade	ELA	Math
3rd	0.0%	4.3%
4th	7.4%	0.0%
5 th	6.7%	6.7%
6 th	0.0%	0.0%
7 th	5.6%	0.0%
OVERALL	15.22%	7.56%

% of Students Meeting NWEA Growth Target 2017-2018

Grade	ELA	Math
2 nd	23%	13%
3 rd	22%	16%
4 th	13%	7%
5 th	19%	13%
6 th	0%	0%
7 th	31%	0%
8 th	23%	0%
OVERALL	32%	36%

6) STRENGTHS AND WEAKNESSES OF SARAH J. WEBBER MEDIA ARTS ACADEMY

Relative Weaknesses

- A. Sarah J Webber currently struggles with implementation of adequate processes and procedures at the Office level.
- B. Student Achievement data indicates students struggle significantly with Math Problem Solving skills and fundamental skills acquisition
- C. Student Achievement data indicates students struggle significantly in Reading Fundamental Skills and reading comprehension that places students at the bottom 5% of students in comparison with the state and surrounding districts
- D. Weakness: Training Cultural Competency, which manifest as a disconnection between middle school students, their families and teachers from middle class backgrounds.

Relative Strengths

- A. Stabilization of the leadership team and financial viability of the school.
- B. Sarah J Webber established a Universal PBIS system that supports student behavior improvement initiative in 2017-18 school year.
- C. Sarah J Webber implemented a new a math program that is aligned to common core state standards.
- D. Sarah J Webber implemented online communications with parents using mass communication system.

7) STRATEGIES TO MEET PARTNERSHIP GOALS AND BENCHMARKS:

Goal #1: Curriculum & Instruction

- A. 100% of all instructional staff will be trained on the use of digital curriculum platform usage (District curriculum).
- B. Develop and intensive instructional schedule that increases student instructional time in the core academic area of Reading and Math from 60 to 90 min blocks.
- C. Implement a part-time social work and student support specialist to develop and provide teachers with ongoing support at the Tier II & Tier III level with student behaviors that impact instruction.
- D. Implement a .50 FTE Instructional Interventionist to support Tier II-Tier III students in need targeted interventions.

- E. Ensure that 100% of staff is developed on Restorative Practices that promotes student learning
- F. Ensure that 100% of staff is trained in Tools for Classroom Instruction that works s outlined in the Thoughtful Classroom
- G. Teacher observation and evaluation framework.

Strategy 1: Create a calendar for district and embedded local school level training from the Oakland County ISD team to develop clear instructional goals using the Atlas Rubicon Curriculum Resource.

Strategy 2: Develop a vision and mission that fosters school culture and climate that promotes a culture of learning for all stakeholders through the articulation of curriculum expectations and development that is consistently taught in the classroom with fidelity.

Strategy 3: Develop a system of accountability that monitors ongoing staff development and systemic implementation that consist school leadership, teacher leadership, and academic growth for all.

Strategy 3: Embed an intervention hour in the day that supports blended learning framework to address student individual needs.

Strategy 4: Install a MTSS- Multi -Tier Support System to allow for adequate and proper identification of students in need of Tier II and Tier III support.

Goal #2: School Culture & Climate

- A. A PBIS (Positive Behavior, Intervention and Support) System will be adopted and implemented school-wide. 100% of all instructional and supporting staff will be trained on identified PBIS system and implement with efficacy and fidelity.
- B. Discipline issues will be reduced by 5% as measured by suspensions reported in the Academy's Pupil Accounting system (Mi-Star) discipline data platform.

Strategy 1: All instructional and support staff will participate in a Tier 1 PBIS professional training provided by Oakland County ISD or ay district that supports meeting the needs of the partnership agreement. These training will take place regularly throughout the school year to ensure all staff including new staff are fully aware of the importance of PBIS in our school.

Strategy 2: A PBIS Team will be identified and will attend all PBIS training provided by Oakland County ISD. The team will participate in the Tier 1, 2, 3

training based on the grade level they work with (elementary and middle school.)

Strategy 3: Within the PCL meeting the PBIS team members will meet with staff to further inform them of the expectations of implementing PBIS in the class level. School-wide posters will be placed throughout the school (classrooms, buses, hallways, bathrooms, cafeteria.) There will be monthly PBIS school assembly to heighten awareness of the PBIS expectations with the student body and acknowledge and reward improved behavior.

Strategy 4: The PBIS will meet twice a month to plan and review the implementation of PBIS school-wide and on the class level. To ensure that these meeting take place, substitutes will be placed in those classrooms to cover for the team member

Goal #3: Student Academic Achievement

Strategy 1: Create student achievement team to rework schedule and create a PLC calendar and agenda templates to ensure that staff are meeting in PLCs to discuss instructional practices, and the evaluation of student assessment data.

Strategy 2: Create a test bank of balanced assessments and performance tasks that are given to students monthly that are aligned with power standards that will reflect and predict how students will perform on the M-Step and NWEA.

Strategy 3: Expand and differentiate learning opportunities for all learners by being trained on, developing and implementing the Blueprint.

Strategy 4: Provided Ongoing professional learning opportunities that involved teacher development profiles to support instructional coaching to teachers based on their individual professional and personal needs.

Strategy 5: Provided professional learning throughout the school year to support data driven decisions that support small group Intentional instruction.

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

- A. Provide progressive professional development to all staff to understand and install the Blueprint with fidelity.
- B. Professional development to teaching staff and academic support staff to provide high quality, subject- instruction, curriculum and assessment.
- C. Professional development to provide staff with strategies and interventions to meet student socio-emotional and non-academic needs (culturally responsive teaching)

- D. Professional development for school leadership to provide coaching, support, and feedback to staff and build capacity around Blueprint competencies.

9) SARAH J. WEBBER MEDIA ARTS ACADEMY BOARD OF DIRECTORS ROLE AND ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND PARTNERSHIP GOALS

- A. The Board will be united in its commitment to SARAH J WEBBER by actively attending Board meetings.
- B. The Board will review SARAH J WEBBER'S progress towards meeting its partnership goals.
- C. The Board will approve resources needed to ensure the successful completion of the partnership goals.

10) SARAH J. WEBBER'S SCHOOL LEADER AND BOARD'S ROLE AND 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. At least bi-annually, the Academy's <Title of Academy School Leader> 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. The Academy's Principal will have operational flexibility, conduct diagnostic audits on systems and be able to problem solve and have decision making processes in the Academy's PLC.
- D. The Academy's Principal will engage in ongoing Training in teacher leadership that promotes a culture of learning for all staff.

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

- A. Teachers will participate in professional development activities outlined in this partnership
- B. Teachers will submit all required data for PLC analysis and planning as required
- C. Teachers will complete PLC data analysis and planning template as required.
- D. Teachers and school leadership team will participate in the Partnership Agreement Team.
- E. Leadership team will participate in MDE Partnership District Network

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

- A. Provide professional development opportunities and support for Sarah J Webber staff.
- B. Provide outreach opportunities and enrichment activities for Sarah J Webber students.
- C. Provide support through the LSSU CSO's School Support Specialist.

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

- A. A Partnership Liaison, will serve as primary point-of-contact for MDE.
- B. Work with the Superintendent/Principal and staff to ensure the successful implementation of the Partnership Agreement.
- C. Garner additional support from key personnel and offices within the MDE, other partners and other state agencies
 - 1. successfully reach the Partnership Agreement goals.
- D. Identify barriers to the Partnership Agreement and eliminate or minimize these barriers.
- E. Facilitate discussions and meetings related to the Partnership Agreement.
- F. Participate in regular quarterly check-ins with partners to discuss Partnership Agreement progress.
- G. Support and encourage district use of the District Math Program Eureka Math for school listed in the Partnership Agreement; Eureka Math currently has free resources for implementation at the district level but there are various components and trainings for staff to implement program with fidelity.
- H. Provide technical assistance to support the successful implementation of Partnership Agreement goals.
- I. Attend District School Board meetings to collaboratively present with the Superintendent updates on the implementation of the Partnership Agreement.
- J. Provide opportunities for support and resources to the district to help implement the Partnership Agreement, subject to availability of funds.
- K. Support with the acquirement of Curriculum Crafter an online curriculum platform that will support meeting the necessary goals.
- L. Support with identifying grant service providers to research and write for necessary grants to meet the district goals

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

- A. Develop a student council by Fall 2018 of middle school students to allow students to have a voice in district lead decision making.

15) BUDGET:

(18) Month Benchmark:

The Academy projects student enrollment growth of 5% per year. High priority is on staff recruitment and retention, of increased unrestricted funding thereafter to improved compensation for faculty and instructional support

staff to attract and retain the highly qualified staff as well as expanded instructional resources such as technology for blended learning initiatives, resources for early literacy programs, and supplies and materials for STEAM (Science, Technology, Engineering, Art and Math) programs. State and federal restricted funds will continue to be devoted to school improvement initiatives.

(36) Month Benchmark: (See Attachment A)

The Academy projects student enrollment growth of 10% per year. High priority on staff recruitment and retention, of increased unrestricted funding thereafter to improved compensation for faculty and instructional support staff to attract and retain the highly qualified staff as well as expanded instructional resources such as technology for blended learning initiatives, resources for early literacy programs, and supplies and materials for STEAM (Science, Technology, Engineering, Art and Math) programs. State and federal restricted funds will continue to be devoted to school improvement initiatives.

(36) Month Overview: (See Attachment A)

As the Academy continues to grow and as it pays down the remaining balance of its long-term debt (mostly facility related), it will be able to devote an increasing share of its local and state unrestricted funds to school improvement initiatives as outlined herein. The Academy projects student enrollment growth of 10-20 percent per year.

long-term debt is paid off at the 18-24-month interval of the agreement. A very high priority is staff recruitment and retention, so administration anticipates devoting a significant portion of increased unrestricted funding thereafter to improved compensation for faculty and instructional support staff to attract and retain the highly qualified staff as well as expanded instructional resources such as technology for blended learning initiatives, resources for early literacy programs, and supplies and materials for STEAM (Science, Technology, Engineering, Art and Math) programs. State and federal restricted funds will continue to be devoted to school improvement initiatives.

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

- A. Sarah J Webber Academy School District and its Board
 - 1) Provide support in financing goals with the local budget, vote on all appropriate and relevant items necessary to ensure completion of those goals and work collaboratively with Superintendent/school leader and sister schools to ensure Academy meets all goals.
- B. LSSU (Lake Superior State University) 1) LSSU will actively support the School District efforts to achieve the goals of each

- phase identified in paragraph staff and partners to:
- a. Support the collection, review and analysis of the data and profiles for Sarah J Webber
 - b. Work collaboratively with School Leader, and the Academy's Board to ensure Academy meets all goals.
 - C. Align the Academy's reauthorization contract with the Partnership agreement.

17) ADDITIONAL SCHOOLS: The Parties agree that other SJW 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 expires 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:

- 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) Closure
- B. If the Academy fails to sign this agreement within 90 days, and the Authorizer fails to implement one of the Next Level of Accountability Measures defined in subsection A, within 45 days of being notified by the OPD, the State School Reform/Redesign Officer will implement one of the Next Level of Accountability Measures defined in subsection A.
- C. If the Academy school(s) covered by this Agreement [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) Closure
- 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.
- 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 Sarah J. Webber, LaToya Williams, the Academy Board of Directors, and Partners to ensure that the school community is meaningfully engaged in the implementation of this Agreement:

- A. The MDE, SJW Board member, SJW Partnership team and the SJW district partners will complete a partnership implementation worksheet that is updated quarterly in conjunction with being part of the Partnership Implementation and Accountability Team to ensure the meaningful engagement of the school/district community by September 1, 2018.
- B. The MDE, SJW Board member, SJW Partnership team and the SJW district partners will review the implementation partnership implementation worksheets that is updated quarterly in the Partnership Implementation and Accountability Team meetings to ensure the meaningful engagement of the school/district community by January, 2019.

The MDE, SJW Board member, SJW Partnership team and the SJW district partners will analyze the partnership implementation worksheet that is updated quarterly and identify obstacles and make recommendations for resolutions and solutions to these obstacles in the Partnership Implementation and Accountability Team meetings to ensure the meaningful engagement of the school/district community by January, 2019.

21) CHECKLIST OF ACTIONS: The following actions will be completed by Sarah J. Webber, LaToya Williams, School Superintendent/Principal the Academy Board of Directors, and Partners as specified below:

- A. By July 1, 2018, 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 July 1, 2018, the district will create an evaluation and monitoring process to ensure that Sarah J Webber Media Arts Academy stays on target with the partnership agreement that is outlined, and research based with the implementation of the Blue Print M-Excel
- C. By July 1, 2018, the district will create a quarterly calendar and determine locations for the signatories to this agreement to monitor progress of the partnership agreement.

22) FUTURE MEETING DATES: Sarah J Webber Media Arts 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. Biannual Community Meetings
- B. Quarterly staff review of Partnership goals

C. Monthly updates to Lake Superior State University

- 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 regard to liabilities arising out of the functions covered by this Agreement. All Parties shall be responsible for their own liabilities and defense as determined by law.
- 31) NOTICES:** Any notice to be given in connection with any of the terms or provisions of this Agreement shall be in writing and be given in person, by electronic mail, facsimile transmission, courier delivery service or by U.S. mail, and shall become effective (a) on delivery if given in person, (b) on the date of delivery if sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods or by courier delivery service, or (c) four business days after being deposited in the mail, with proper postage for first-class registered or certified mail, prepaid.

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

- i) Sarah J. Webber Media Arts Academy
48980 Woodward
Pontiac, MI 48342
Attn: LaToya Williams Academy School Leader
Bob Thomas, President, Board of Directors
Email addresses: lwilliams@webbermediaarts.com and
bthomas@webbermediaarts.com

- ii) If to Authorizer:
Lake Superior State University
650 West Easterday Avenue
Sault Ste. MI. 49783
Attn: Jenny Peterman, LSSU CSO Office Manager
Email address: jpeterman@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: _____

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

LaToya Williams, Administrator

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

SJW Board of Directors President

Office of Partnership Districts, Director, SRO Officer

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

<ISD name> Superintendent

<Authorizer>

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

<Union Representative (if applicable)

Lake Superior State University

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

<Partner organization or entity name>

<Partner organization or entity name>

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ 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.

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

PARTNERSHIP AGREEMENT YEAR	SALARIES	BENEFITS	PURCHASED SERVICES	PROFESSIONAL LEARNING	SUPPLIES & MATERIALS	OTHER EXPENDITURES	TOTAL EXPENDITURES
1			\$415,046.18	\$12,761.00	\$24,000.00	\$111,780.99	\$563,588.17
2			\$646,395.00	\$25,522.00	\$40,000.00	\$115,470.85	\$827,387.85
3			\$416,771.67	\$38,283.00	\$55,000.00	\$181,147.50	\$691,202.17
GRAND TOTAL			\$1,478,212.85	\$76,566.00	\$119,000.00	\$408,399.34	1,390,976.02