

**Partnership Agreement  
William C. Abney Academy  
March 2018**

THIS PARTNERSHIP AGREEMENT (Agreement) is entered on June 30, 2018 between the Michigan Department of Education (MDE), the State School Reform/ Redesign Officer (SRO), Grand Valley State University and:

William C. Abney Academy  
1435 Fulton Street East  
Grand Rapids, Michigan 49503  
Paul Adams, William C. Abney Academy School Leader  
Jathan Austin, William C. Abney Academy Board President  
Rob Kimball, Grand Valley State University Associate Vice President for  
Charter Schools

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

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

- 1) PURPOSE OF THIS AGREEMENT:** The Parties enter into this Agreement with the purpose of working collaboratively in setting 18-month benchmarks and 36-month outcome goals for the Academy with the intent to significantly increase student achievement in the Academy school 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 Brian Whiston 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 subject to this Agreement is either identified as Comprehensive Support and Improvement (CSI) Schools or are electively added to this agreement per the request of William C. Abney Board of Education. Under Michigan Law, the SRO has the authority provided in MCL 380.1280c to address chronically failing schools to achieve superior academic performance for students at those schools. The SRO is executing its statutory responsibilities defined in MCL 380.1280c by assigning the oversight of the Academy school 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 which 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 Contract 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 William C. Abney Academy for its academic improvement.

**2) TERMS AND CONDITIONS:** William C. Abney Academy Board of Directors retains control of the school 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) William C. Abney Academy

**4) EIGHTEEN MONTH BENCHMARKS TO BE MET BY William C. Abney Academy:**

The 18-month benchmarks are defined in the chart below. See chart in number 5.

**5) THIRTY-SIX MONTH GOALS TO BE MET BY William C. Abney Academy:**

<b>36 Month Goal Defined</b>	<b>18 Month Benchmark(s) to support achievement of 36 Month Goal Defined</b>
<p><u>Goal 1 – Reading:</u> There will be a 12% aggregate increase in the percentage of students identified as grade level proficient in Reading as measured by M-STEP (Grades 3-6) by June 30, 2021</p>	<p><u>Benchmarks aligned to Goal 1 - Reading:</u></p> <ul style="list-style-type: none"> <li>• Heggerty phonemic awareness process fully implemented in all K-3 classrooms, happening on a consistent basis</li> <li>• Workshop model components evident in every classroom where reading is taught</li> <li>• Four of the Literacy Essentials will be fully implemented within the workshop model</li> <li>• Model in place where Certified Teachers are serving kids furthest from benchmark</li> <li>• 4% aggregate increase in the percentage of students grade level proficient as measured by M-STEP (Grades 3-6)</li> </ul>
<p><u>Goal 2 – Math:</u> There will be a 9% aggregate increase in the percentage of students identified as grade level proficient in Math as measured by M-STEP (Grades 3-6) by June 30, 2021</p>	<p><u>Benchmarks aligned to Goal 2 - Mathematics:</u></p> <ul style="list-style-type: none"> <li>• Concrete and/or pictorial representation of every math standard/concept will be evident in each classroom, through the use of manipulatives when required</li> <li>• Eureka math problem sets are evident every day in every classroom where math is taught</li> <li>• Adopted curriculum is taught with fidelity—all units are taught in all classrooms, scope and sequence is consistent across classrooms and grade levels</li> <li>• Data meetings around math assessments are fully implemented – occurring at the middle and end of each module to check for progress/mastery</li> <li>• 3% aggregate increase in the percentage of students grade level proficient as measured by M-STEP (Grades 3-6)</li> </ul>
<p><u>Goal 3 – Culture and Climate:</u> There will be a decrease of 40% in the average number of suspensions per month to eliminate barriers for academic success</p>	<p><u>Benchmarks aligned to Goal 3 – Culture and Climate:</u></p> <ul style="list-style-type: none"> <li>• 12 months- PBIS system is fully designed</li> <li>• 24 months- PBIS system is fully implemented</li> <li>• Staff are exhibiting behaviors and employing strategies to navigate conflict and tension to successfully de-escalate students and situations</li> <li>• 15% decrease in the average number of suspensions per month</li> </ul>

## 6) ANALYSIS OF RELEVANT DATA

### Alignment of Goal/Benchmark to Comprehensive Needs Assessment

36 Month Goal	18 Month Benchmark	Data Source(s)	Applicable Data Points	Need identified through data analysis
<p style="text-align: center;"><u>Goal 1 – Reading:</u></p> <p style="text-align: center;">There will be a 12% aggregate increase in the percentage of students identified as grade level proficient in Reading as measured by M-STEP (Grades 3-6) by June 30, 2021</p>	<p><u>Benchmarks aligned to Goal 1 - Reading:</u></p> <ul style="list-style-type: none"> <li>• Heggerty phonemic awareness process fully implemented in all K-3 classrooms, happening on a consistent basis</li> <li>• Workshop model components evident in every classroom where reading is taught</li> <li>• Four of the Literacy Essentials will be fully implemented within the workshop model</li> <li>• Model in place where Certified Teachers are serving kids furthest from benchmark</li> <li>• 4% aggregate increase in the percentage of students grade level proficient as measured by M-STEP (Grades 3-6)</li> </ul>	<p>M-STEP</p>	<p style="text-align: center;">Aggregate reading proficiency as there is a need to make gains across all students</p> <p style="text-align: center;">Aggregate 2017 reading proficiency for grades 3-6 is 7.5%</p>	<p>Focus on Tier I instruction and building capacity within classroom teachers around best practice literacy instruction</p>

<p style="text-align: center;"><u>Goal 2 – Math:</u></p> <p style="text-align: center;">There will be a 9% aggregate increase in the percentage of students identified as grade level proficient in Math as measured by M-STEP (Grades 3-6) by June 30, 2021</p>	<p><u>Benchmarks aligned to Goal 2 - Mathematics:</u></p> <ul style="list-style-type: none"> <li>• Concrete and/or pictorial representation of every math standard/concept will be evident in each classroom, through the use of manipulatives when required</li> <li>• Eureka math problem sets are evident every day in every classroom where math is taught</li> <li>• Adopted curriculum is taught with fidelity—all units are taught in all classrooms, scope and sequence is consistent across classrooms and grade levels</li> <li>• Data meetings around math assessments are fully implemented – occurring at the middle and end of each module to check for progress/mastery</li> <li>• 3% aggregate increase in the percentage of students grade level proficient as measured by M-STEP (Grades 3-6)</li> </ul>	<p>M-STEP</p>	<p>Aggregate math proficiency as there is a need to make gains across all students</p> <p>Aggregate 2017 math proficiency for grades 3-6 is 6.1%</p>	<p>Focus on Tier I instruction and building capacity within classroom teachers around best practice math instruction</p>
<p style="text-align: center;"><u>Goal 3 – Culture and Climate:</u></p> <p style="text-align: center;">There will be a decrease of 40% in the average number of suspensions per month</p>	<p><u>Benchmarks aligned to Goal 3 – Culture and Climate:</u></p> <ul style="list-style-type: none"> <li>• 12 months- PBIS system is fully designed</li> <li>• 24 months- PBIS system is fully implemented</li> <li>• Staff are exhibiting behaviors and employing strategies to navigate conflict and tension to successfully de-escalate students and situations</li> <li>• 15% decrease in the average number of suspensions per month</li> </ul>	<p>Local data tracking system</p>	<p>Suspension Data Average of 35 suspensions per month across all grade levels for 2017</p>	<p>Staff training on successfully de-escalating situations Reduction in suspensions to keep academics consistent</p>

**7) STRENGTHS AND WEAKNESSES OF William C. Abney Academy**

<p style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>William C. Abney Academy Strengths Defined</b></p>	<p><b>Culture and Climate</b> – Over the past 15 months, the Staff at William C. Abney Academy has been very intentional about creating an environment conducive to learning. Last Spring, the staff developed “The Abney Way” to define how they would do what they do every day. The Abney Way was designed to create consistency, respect for all and a place where all stakeholders want to come to every day. As a result of this planning and intentionality, the Academy has truly become a warm and welcome space with:</p> <ul style="list-style-type: none"> <li>• Clearly defined expectations that are owned by all</li> <li>• an environment that is prime for reaching the academic needs of all learners</li> <li>• high morale that is driving excellence; and</li> <li>• a renewed dedication, by all staff, for providing the best learning for all students</li> </ul>
	<p><b>Behavior Support System</b> – New for the 2017-2018 school year, Abney Academy implemented a redefined positive student behavior system. The redefined system has provided consistency in expectations throughout the school and within each classroom. The expectations provide students with respect while behavior intervention is taking place. As a result, the system for behaviors and expectations has provided Abney with an environment that allows for learning to happen for all students.</p>
	<p><b>Academic Support System and Growth</b>—The staff at Abney Academy reorganized the system for academic supports for the 2017-2018 school year, and the results have been significant. Staff and students know their data, set goals for growth and develop plans for reaching the goals. The Academic interventionists provide targeted, strategic support to small groups designed to meet the needs of each individual student. The NWEA data indicates significant academic growth at all grade levels in all content areas.</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>William C. Abney Academy Areas for Growth Defined</b></p>	<p><b>Parental Engagement</b>— The staff at Abney Academy know that parents are an integral part of the success of their child(ren) at school, and the participation of parents in the educational process at Abney Academy is quite low. Therefore, parental engagement is an area of focus for the upcoming school year. Although parents are indicating improved satisfaction in their child’s experience and learning at Abney Academy, the staff at Abney are working to develop a plan that would intentionally engage parents in meaningful ways—including, but not limited to:</p> <ul style="list-style-type: none"> <li>• clearly defined volunteer opportunities</li> <li>• ways for parents to share input on student and school goals</li> <li>• participate in workshop opportunities to gain additional knowledge around ways in which they can support their child academically</li> </ul>
	<p><b>Behavior Interruptions</b>—The focus for the 2017-2018 school year was to implement redefined systems and processes at Abney Academy in order to establish an environment and infrastructure that would enable staff to maximize the learning for all students. Having said this, the staff at Abney Academy are now ready to focus on Tier 1 instruction and academics. It will be imperative that staff continue to go deeper with the implementation of the behavior support system in an effort to reduce the frequency of behavior interruptions for the 2018-2019 school year. Behavior interruptions will continue to decrease through consistency in consequences, the enhanced development of the Behavioral MTSS system allowing for tiered interventions and moving toward trauma informed support.</p>

<b>William C. Abney Academy Areas for Growth Continued</b>	<b>Academic Proficiency</b> —As mentioned above, data indicates significant growth in academic data. And, the staff at Abney Academy recognizes that although growth is getting us closer to our ultimate goal of academically proficient youth—the proficiency targets are not yet met. Therefore, staff at Abney Academy are focused on continuing to close the achievement gap by making more than one year’s growth in all students who are not yet meeting grade level proficiency levels in all content areas every year.
	<b>Effective Collaboration/Communication</b> —The staff at Abney Academy recognize that all the tough work it takes for school reform and transformation will only happen through effective communication, cohesion and collaboration—and the staff recognizes that there is room for growth in these areas. The staff is dedicated to gaining the tips, tools, strategies and skills necessary to effectively communicate—which will result in efficient collaboration that will advance the Academy to the next level.

**8) STRATEGIES TO MEET PARTNERSHIP GOALS AND BENCHMARKS:**

36 Month Goal	18-Month Benchmarks	Strategies to Meet Goals and Benchmarks
<p style="text-align: center;"><u>Goal 1 – Reading:</u> There will be a 12% aggregate increase in the percentage of students identified as grade level proficient in Reading as measured by M-STEP (Grades 3-6) by June 30, 2021</p>	<p style="text-align: center;"><u>Benchmarks aligned to Goal 1 - Reading:</u></p> <ul style="list-style-type: none"> <li>• Heggerty phonemic awareness process fully implemented in all K-3 classrooms, happening on a consistent basis</li> <li>• Workshop model components evident in every classroom where reading is taught</li> <li>• Four of the Literacy Essentials will be fully implemented within the workshop model</li> <li>• Model in place where Certified Teachers are serving kids furthest from benchmark</li> <li>• 4% aggregate increase in the percentage of students grade level proficient as measured by M-STEP (Grades 3-6)</li> </ul>	<p>The strategies will be used interchangeably to support meeting the benchmarks and goals</p> <ul style="list-style-type: none"> <li>• Differentiated job embedded professional learning opportunities for teachers</li> <li>• Professional learning opportunities for support staff and academic interventionists</li> <li>• Developing and implementing a research based MTSS model of academic intervention where certified staff are teaching the students furthest from benchmark</li> </ul>

<p style="text-align: center;"><u>Goal 2 – Math:</u></p> <p>There will be a 9% aggregate increase in the percentage of students identified as grade level proficient in Math as measured by M-STEP (Grades 3-6) by June 30, 2021</p>	<p><u>Benchmarks aligned to Goal 2 - Mathematics:</u></p> <ul style="list-style-type: none"> <li>• Concrete and/or pictorial representation of every math standard/concept will be evident in each classroom, through the use of manipulatives when required</li> <li>• Eureka math problem sets are evident every day in every classroom where math is taught</li> <li>• Adopted curriculum is taught with fidelity—all units are taught in all classrooms, scope and sequence is consistent across classrooms and grade levels</li> <li>• Data meetings around math assessments are fully implemented – occurring at the middle and end of each module to check for progress/mastery</li> <li>• 3% aggregate increase in the percentage of students grade level proficient as measured by M-STEP (Grades 3-6)</li> </ul>	<p>The strategies will be used interchangeably to support meeting the benchmarks and goals</p> <ul style="list-style-type: none"> <li>• Differentiated job embedded professional learning opportunities for teachers</li> <li>• Professional learning opportunities for support staff and academic interventionists</li> <li>• Developing and implementing a research based MTSS model of academic intervention where certified staff are teaching the students furthest from benchmark</li> </ul>
<p><u>Goal 3 – Culture and Climate:</u> There will be a decrease of 40% in the average number of suspensions per month</p>	<p><u>Benchmarks aligned to Goal 3 – Culture and Climate:</u></p> <ul style="list-style-type: none"> <li>• 12 months- PBIS system is fully designed</li> <li>• 24 months- PBIS system is fully implemented</li> <li>• Staff are exhibiting behaviors and employing strategies to navigate conflict and tension to successfully de-escalate students and situations</li> <li>• 15% decrease in the average number of suspensions per month</li> </ul>	<p>The strategies will be used interchangeably to support meeting the benchmarks and goals</p> <ul style="list-style-type: none"> <li>• Differentiated job embedded professional learning opportunities for teachers</li> <li>• Professional learning opportunities for support staff and academic interventionists</li> <li>• Developing and implementing a research based MTSS model of academic intervention where certified staff are teaching the students furthest from benchmark</li> </ul>

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

William C. Abney Academy has a detailed professional learning plan determined for the 2018-2019 school year and a three-year plan is in the developmental stages. The professional learning plan is part of a comprehensive reform initiative underway at the school. Below is a snapshot of the comprehensive plan that includes timelines, vendors, CNA/goal alignment, type of professional learning and who is responsible for carrying out the plan and the professional learning.

36 Month Goal	18-Month Benchmarks	Professional Learning Needed to Meet Goals and Benchmarks
<p><u>Goal 1 – Reading:</u> There will be a 12% aggregate increase in the percentage of students identified as grade level proficient in Reading as measured by M-STEP (Grades 3-6) by June 30, 2021</p>	<p><u>Benchmarks aligned to Goal 1 - Reading:</u></p> <ul style="list-style-type: none"> <li>• Heggerty phonemic awareness process fully implemented in all K-3 classrooms, happening on a consistent basis</li> <li>• Workshop model components evident in every classroom where reading is taught</li> <li>• Four of the Literacy Essentials will be fully implemented within the workshop model</li> <li>• Model in place where Certified Teachers are serving kids furthest from benchmark</li> <li>• 4% aggregate increase in the percentage of students grade level proficient as measured by M-STEP (Grades 3-6)</li> </ul>	<p>The professional learning will be part of a comprehensive reform effort to meet the benchmarks and goals holistically</p> <ul style="list-style-type: none"> <li>• Workshop Model</li> <li>• Literacy Essentials</li> <li>• MAISA Training</li> <li>• Exact Path Training</li> <li>• Fountas and Pinnell Training</li> <li>• Heggerty Training</li> <li>• Phono-graphix Training</li> <li>• Inquiry Based Instruction</li> </ul>

<p style="text-align: center;"><u>Goal 2 – Math:</u></p> <p>There will be a 9% aggregate increase in the percentage of students identified as grade level proficient in Math as measured by M-STEP (Grades 3-6) by June 30, 2021</p>	<p><u>Benchmarks aligned to Goal 2 - Mathematics:</u></p> <ul style="list-style-type: none"> <li>• Concrete and/or pictorial representation of every math standard/concept will be evident in each classroom, through the use of manipulatives when required</li> <li>• Eureka math problem sets are evident every day in every classroom where math is taught</li> <li>• Adopted curriculum is taught with fidelity—all units are taught in all classrooms, scope and sequence is consistent across classrooms and grade levels</li> <li>• Data meetings around math assessments are fully implemented – occurring at the middle and end of each module to check for progress/mastery</li> <li>• 3% aggregate increase in the percentage of students grade level proficient as measured by M-STEP (Grades 3-6)</li> </ul>	<p>The professional learning will be part of a comprehensive reform effort to meet the benchmarks and goals holistically</p> <ul style="list-style-type: none"> <li>• Best Practice math instruction</li> <li>• Number Sense</li> <li>• Manipulatives in the Classroom</li> <li>• Exact Path Training</li> </ul>
<p><u>Goal 3 – Culture and Climate:</u> There will be a decrease of 40% in the average number of suspensions per month</p>	<p><u>Benchmarks aligned to Goal 3 – Culture and Climate:</u></p> <ul style="list-style-type: none"> <li>• 12 months- PBIS system is fully designed</li> <li>• 24 months- PBIS system is fully implemented</li> <li>• Staff are exhibiting behaviors and employing strategies to navigate conflict and tension to successfully de-escalate students and situations</li> <li>• 15% decrease in the average number of suspensions per month</li> </ul>	<p>The professional learning will be part of a comprehensive reform effort to meet the benchmarks and goals holistically</p> <ul style="list-style-type: none"> <li>• Trauma Informed Training</li> <li>• Educating African Americans</li> <li>• MTSS behavior intervention Training</li> </ul>

**10) William C. Abney Academy BOARD OF DIRECTORS ROLE AND ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND PARTNERSHIP GOALS:**

To support the achievement of the 36-month goals and 18-month benchmarks, William C. Abney Academy's Board of Directors commits to the following:

- Working collaboratively with relevant stakeholders, community organizations and partners named in this agreement to support the reform efforts identified in this agreement and the Single Building School Improvement Plan
- Expanding their knowledge through participating in professional learning opportunities around School Budgeting and School Organizational Structures that work
- Enhancing their collective understanding around Student Assessment Data
- Increasing Community Partnerships through building collegial relationships with leaders from businesses and organizations throughout the community

**11) William C. Abney Academy School Leader ROLE AND ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:**

To support the achievement of the 36-month goals and 18-month benchmarks, William C. Abney Academy's School Leader commits to the following:

- Provide monthly updates to the Academy's Board of Directors regarding the status of the Academy as it relates to the implementation of this Agreement and the achievement of the goals defined herein.
- At least bi-annually, the Academy's School Leader shall convene a community meeting and shall provide attendees with an update regarding the status of the Academy as it relates to the implementation of this Agreement and the achievement of the goals defined herein.
- Provide on-site, day-to-day leadership that empowers staff to take ownership of the reform efforts and enhances a culture where all stakeholders want to be everyday
- Participating in professional learning opportunities around leadership and instructional leadership to effectively lead the change in practice at Abney Academy

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

To support the achievement of the 36-month goals and 18-month benchmarks, William C. Abney Academy's full Staff (teachers, support staff, bus drivers, central office personnel) commits to the following:

- Creating a positive, welcoming environment
- Exhibiting "Abney Pride"

- Maintaining high expectations for all
- Holding themselves and others accountable for defined expectations
- Having a growth mindset to continue to maintain openness to new learning and ways of practice
- Enhancing relationship with all stakeholders (students, parents, community partners and staff)

**13) Grand Valley State University ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:**

To support the achievement of the 36-month goals and 18-month benchmarks, Grand Valley State University commits to the following:

- Provide Professional Development and learning opportunities around Phono-graphix and Heggerty
- Provide support around Data Analysis to continue to focus on data driven instruction
- Provide financial resources to support Abney initiatives—such as the purchase of Phono-graphix materials for all relevant classrooms
- Support the Academy through targeted support services—as needs arise connecting them with various resources to meet the identified needs
- Professional learning support for Tier 1 instruction
- Collaborating effectively and efficiently with the board, staff and partners at William C. Abney Academy

**14) Michigan Department of Education ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:**

To support the achievement of the 36-month goals and 18-month benchmarks, Michigan Department of Education commits to the following:

- An MDE Assigned Partnership Agreement Liaison will serve as primary point-of-contact for MDE
- Provide ongoing support to the School Leader and improvement team to ensure the successful implementation of the partnership agreement
- Meet periodically with the School Leader and improvement team to identify barriers and coordinate supports and resources to eliminate or minimize barriers
- Assist with the identification of, and access to, additional funding and resources needed to fully implement the plan, as available
- The MDE will assist the district in tracking their reports identified in this agreement

**15) Student Leadership Group ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:**

To support the achievement of the 36-month goals and 18-month benchmarks, William C. Abney Academy's student leadership group commits to leading the student body in the following ways:

- Creating a positive, welcoming environment
- Exhibiting "Abney Pride"
- Maintaining high expectations for all—both academically and behaviorally
- Holding themselves and others accountable for defined expectations
- Having a growth mindset
- Enhancing relationships with peers and adults at Abney

**16) Kent Intermediate School District ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:**

To support the achievement of the 36-month goals and 18-month benchmarks, Kent Intermediate School District commits to the following:

- Working collaboratively with school leadership to develop and monitor the comprehensive supports being provided by Kent ISD to meet the unique needs of the Academy
- Working collaboratively with school leadership in developing the budget through RAG funds to support the districts activities as they relate to mutually agreed upon Partnership Agreement supports.
- Meeting, on an as needed basis, as part of a district support team to assist the district in achieving their goals.
- Meeting quarterly (ISD representative and Partnership Liaison) with district and building teams for updates and input.
- Providing ongoing professional learning opportunities for teacher teams
- Providing training and support to the school leader and building leadership team
- Providing training and support to the board of directors
- Providing other supports as may be requested by William C. Abney Academy which are agreed upon by the district and Kent ISD

**17) 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. See Attachment A, 36-Month Budget Overview.

**18) 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:

Partner	Description of Services/Support	Deliverables
National Charter Schools Institute	Operations and Management support in the areas of infrastructure elements, Systematizing local policies and practices, preparation of budgets and facilitation of business office operations and management	<ul style="list-style-type: none"> <li>• One-on-one coaching for business and operations staff</li> <li>• Data gathering and analysis</li> <li>• Attending and participating in board meetings</li> <li>• Supporting community partnerships</li> <li>• Epicenter – system for aligning and streamlining logistics, reporting requirements and reports</li> <li>• Professional learning around data analysis and budget preparation and tracking</li> </ul>
Institute for Excellence in Education	School Reform support in the areas of Special Education, delivery of services within the MTSS academic intervention system, Leadership Coaching, Professional learning for academic staff, Learning coaching, school improvement and state & federal programs	<ul style="list-style-type: none"> <li>• One-on-one coaching for instructional and coaching staff</li> <li>• Grade level Coaching</li> <li>• Data gathering and analysis</li> <li>• Building of intervention schedules and support systems with leadership staff</li> <li>• Building of academic scope and sequence with leadership staff</li> <li>• Attending school reform meetings with Abney team</li> <li>• Support community partnerships</li> <li>• Facilitate professional learning communities (PLCs)</li> <li>• Observing and providing feedback for lessons</li> <li>• Co-teaching</li> <li>• Modeling lessons</li> <li>• State and Federal programs applications and reports completed and submitted</li> <li>• Support for state school improvement planning and reporting requirements</li> </ul>
Kent Intermediate School	Provide targeted-strategic support as agreed upon by the district and the academy in areas including, but not limited to: MTSS system design support, MiBLSi, Regional Assistance Grant Support	<ul style="list-style-type: none"> <li>• Training, coaching and support for school leader</li> <li>• Training, coaching and support for staff</li> <li>• Training, coaching and support for board members</li> </ul>

**19) ADDITIONAL SCHOOLS:** The Parties agree that other William C. Abney Academy 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 identified in this Agreement shall apply prospectively to the added school as if this Agreement had become effective on the date they were added.

**20) 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.

**21) 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) Engage another Authorizer or ISD to assume control of the school
  - 3) 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 covered by this Agreement does not meet the 18-month benchmarks 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) Engage another Authorizer or ISD to assume control of the school
  - 3) Closure
- D) If the Academy school covered by this Agreement does not meet the 18-month benchmarks 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 covered by this Agreement does not meet the 36-month goals 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) Engage another Authorizer or ISD to assume control of the school
  - 3) Closure
- F) If the Academy school covered by this Agreement does not meet the 36-month benchmarks 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.

**22) COMMUNITY ENGAGEMENT:** The following actions will be completed by William C. Abney Academy, William C. Abney Academy School Leader, the Academy Board of Directors, and Partners to ensure that the school community is meaningfully engaged in the implementation of this Agreement:

Partner / Entity / Organization	Action(s) to be Completed to ensure Community Engagement	Date of Completion
William C. Abney Academy	<ul style="list-style-type: none"> <li>• Participate in a Community Gathering to share ways in which the partnership agreement provides the academy with an opportunity to grow and access to additional resources to support the students</li> <li>• Participate in annual Community Gathering where updates are shared and input is gathered</li> </ul>	<p>September 2018</p> <p>September each year</p>
William C. Abney Academy Board of Directors	<ul style="list-style-type: none"> <li>• Host a Community Gathering to share ways in which the partnership agreement provides the academy with an opportunity to grow and access to additional resources to support the students</li> <li>• Establish and build relationships with personnel from community businesses and organizations (one new outreach per semester per board member)</li> <li>• Host an annual Community Gathering where updates are shared and input is gathered</li> </ul>	<p>September 2018</p> <p>August 2018-ongoing</p> <p>September each year</p>
William C. Abney Academy School Leader	<ul style="list-style-type: none"> <li>• Lead a Community Gathering to share ways in which the partnership agreement provides the academy with an opportunity to grow and access to additional resources to support the students</li> <li>• Lead an annual Community Gathering where updates are shared and input is gathered</li> </ul>	<p>September 2018</p> <p>September each year</p>
William C. Abney Academy Partners	<ul style="list-style-type: none"> <li>• Support the staff at the academy in identifying needs that might be filled through community businesses and/or organizational partnerships</li> <li>• Make connections between the academy and potential community resources</li> <li>• Participate in annual community gathering events as the academy sees fit</li> </ul>	<p>Annually evaluate needs for upcoming year in the spring of each year</p>

**23) CHECKLIST OF ACTIONS:** The following actions will be completed by William C. Abney Academy, William C. Abney Academy School Leader, the Academy Board of Directors, and Partners as specified below:

Partner / Entity / Organization	Action to be Completed	Date of Completion
William C. Abney Academy led by William C. Abney Academy School Leader	<ul style="list-style-type: none"> <li>• Create an implementation and evaluation 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</li> <li>• Build three-year professional learning plan</li> <li>• Develop an action plan that includes quarterly benchmarks to track and ensure monthly progress</li> </ul>	September 30 for 2018-2019 school year Then, June 30 every year hereafter for each upcoming year  January 2019  October 1, 2018 for 2018-2019 Then June 30 every year hereafter for upcoming year
William C. Abney Academy Board of Directors	<ul style="list-style-type: none"> <li>• Develop a professional learning plan with timelines for the board capacity building elements listed above in this agreement</li> </ul>	November 1 2018
William C. Abney Academy School Leader	<ul style="list-style-type: none"> <li>• In partnership with the MDE, determine the quarterly meeting dates</li> </ul>	September 1 2018
Authorizer: Grand Valley State University	<ul style="list-style-type: none"> <li>• Purchase materials necessary for full implementation of initiatives supported by GVSU as stated above in this agreement (Phono-graphix)</li> </ul>	August 15 2018
National Charter Schools Institute	<ul style="list-style-type: none"> <li>• Support school leader and Board of Directors in developing Board of Directors professional learning plan</li> </ul>	November 1 2018
Institute for Excellence in Education	<ul style="list-style-type: none"> <li>• Support school leader in the development of the implementation, evaluation and benchmarking plans</li> </ul>	As determined in this chart above

- 24) FUTURE MEETING DATES:** William C. Abney 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) The quarterly dates for the 2018-2019 academic year will be determined by September 1, 2018
  - B) Quarterly meeting dates for the subsequent years of this agreement will be agreed upon by both parties no later than June 30 of each year for the following school year
- 25) 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.
- 26) 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.
- 27) 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.
- 28) 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.

- 29) 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.
- 30) GOVERNING LAW:** This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Michigan.
- 31) 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.
- 32) 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.
- 33) 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:  
William C. Abney Academy  
1435 Fulton Street East  
Grand Rapids, Michigan 49503  
Attn: Paul Adams, Academy School Leader  
Jathan Austin President, Board of Directors  
Email addresses: padams@thewcaa.org and jaustin@thewcaa.org
  
- ii) If to Authorizer:  
Grand Valley State University CSO Grand Rapids  
201 Front Avenue SW Suite 310  
Grand Rapids, Michigan 49504  
Attn: Rob Kimbal, GVSU Associate Vice President for Charter Schools  
Email address: kimbalro@gvsu.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: AllesS@michigan.gov

iv) If to SRO:  
608 W. Allegan Street  
P.O. Box 30008  
Lansing, MI 48909  
Attn: State School Reform/ Redesign Officer  
Email address: MartinD26@michigan.gov

**34) 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

William C. Abney Academy Administrator

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

William C. Abney Academy  
Board of Directors President

Office of Partnership Districts, Director,  
SRO Officer

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Kent Intermediate School District

Superintendent

Grand Valley State University Authorizer

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Union Representative (if applicable)

National Charter Schools Institute

Name: N/A \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Institute for Excellence in Education

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **ATTACHMENT A: Thirty-Six MONTH BUDGET OVERVIEW**

**NOTE:** The budget overview is for planning purposes only. The terms of this Agreement **do not grant explicit advanced approval for expenditure of Federal funds**. Final approval of federal funding occurs in the Michigan Electronic Grants System Plus (MEGS+). Approval in MEGS+ is subject to applicable rules of supplement vs. supplant, tests of allowability, and reasonable and necessary expenditures to support the implementation of activities in order to meet benchmarks and goals. **Inclusion of an item the budget overview does not guarantee it will be approved as a line item submitted in MEGS+.**

**Use the supplied template on the following page to complete the budget overview.**

**Thirty-Six Month Budget Overview**

<b>PARTNERSHIP AGREEMENT YEAR</b>	<b>SALARIES</b>	<b>BENEFITS</b>	<b>PURCHASED SERVICES</b>	<b>PROFESSIONAL LEARNING</b>	<b>SUPPLIES &amp; MATERIALS</b>	<b>OTHER EXPENDITURES</b>	<b>TOTAL EXPENDITURES</b>
<b>1</b>	<b>\$2,155,000</b>	<b>\$496,000</b>	<b>\$653,000</b>	<b>\$115,000</b>	<b>\$345,000</b>	<b>\$236,000</b>	<b>\$4,000,000</b>
<b>2</b>	<b>\$2,300,000</b>	<b>\$510,000</b>	<b>\$650,000</b>	<b>\$120,000</b>	<b>\$350,000</b>	<b>\$236,000</b>	<b>\$4,166,000</b>
<b>3</b>	<b>\$2,500,000</b>	<b>\$520,000</b>	<b>\$640,000</b>	<b>\$120,000</b>	<b>\$350,000</b>	<b>\$236,000</b>	<b>\$4,366,000</b>
<b>GRAND TOTAL</b>	<b>\$6,955,000</b>	<b>\$1,526,000</b>	<b>\$1,943,000</b>	<b>\$355,000</b>	<b>\$1,045,000</b>	<b>\$708,000</b>	<b>\$12,532,000</b>