

## Office of Partnership Districts

### Partnership Agreement Enactment & Amendment History

Partnership District	Mildred C. Wells Preparatory Academy
Partnership Agreement	October 2017
Amendment 1	November 26, 2018
Amendment 2	August 12, 2019
Amendment 3	



<p>Title Mildred C. Wells Academy Partnership Agreement</p>	<p>ID Number [MDE-OPD-2018.01.08]</p>
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## Partnership Agreement for Public School Academies

THIS PARTNERSHIP AGREEMENT (Agreement) is entered on February 5, 2018 between the Michigan Department of Education (MDE), the State School Reform/Redesign Officer (SRO), the Bay Mills Community College and:

Mildred C. Wells Academy  
281 S. Fair Ave.  
Benton Harbor, MI 49022  
Esther Dowdell, School Leader  
Patricia Payne, Academy Board President  
Bay Mills Community College, 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”). 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 met by the Academy.

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

Likewise, the Code requires that the Academy operate pursuant to the Contract issued by the Authorizer. The Code defines the Contract as the executive act taken by the Authorizer evidencing the authorization of the Academy and establishes, subject to the constitutional powers of the State Board of Education and applicable law, the written instrument executed by the Authorizer conferring certain rights, franchises, privileges, and obligations on the Academy and confirms the status of the Academy as a public school in this State. The Contracts contains specific requirements for the Academy to operate as a public school, including the educational goals and programs for the school, the curricula and methods of pupil assessment (collectively “Educational Program”). The Academy is required to implement the Educational Program identified in the Contract. The goals and benchmarks set forth in this shall be consistent with the Educational Program agreed upon in the, which includes all charter contract amendment, issued to the Academy by the Authorizer (collectively the “Contract”).

**2) TERMS AND CONDITIONS:** The Mildred C. Wells Academy Board of Directors retains control of the schools named in this Agreement. The Parties will provide mutually agreed upon support to the Academy to meet the benchmarks and goals defined below.

**3) SCHOOLS SUPPORTED BY THIS AGREEMENT:**

A) Mildred C. Wells Academy

**4) EIGHTEEN MONTH BENCHMARKS TO BE MET BY MILDRED C. WELLS ACADEMY:**

A) Goal 1: Academic Proficiency and Growth will increase as:

- Provide professional development to ensure full implementation of enVision mathematics to support the tier I, standards-based instruction and mathematics curriculum
- Provide professional development to ensure full implementation of Reading Street to support the tier I, standards-based instruction and English Language Arts curriculum

- Provide professional development to ensure that teachers and support staff are using NWEA data and reports to provide high quality tier II and tier III interventions
  - 5% of students will score at or above proficiency on District made, grade level, standards based common assessments for English Language Arts & mathematics
  - 50% of full academic year students will meet their growth target on NWEA Reading
  - 50% of full academic year students will meet their growth target on NWEA mathematics
- B) Goal 2: Student wellbeing and positive behavior will increase as shown below: (MTSS for attendance and behavior logs)
- Provide ongoing professional development regarding positive behavior intervention support, alternative to suspensions and classroom management.
  - Provide ongoing professional development on Eric Jensen’s brain research on engaging students from poverty.
  - The average student daily attendance rate will be 85% or higher
- C) Goal 3: Community & Parental Involvement
- 100% of our community partners will be aligned to the strategic Partnership Agreement Plan for MCWA.
  - 100% of our students and families will have the opportunity to be involved in external exposure activities provided by the academy.
  - The academy will increase the number of opportunities for parents to engage in school activities and community events.
- D) Goal 4: Staff retention and absenteeism (instructional and non-instructional)
- Staff will participate in a Commit to Fit initiative to increase overall health and wellness of all staff members.
  - Participate in ongoing team building exercises to increase morale and a sense of community among all staff members.
  - The academy will decrease the quarterly average total turnover rate with both instructional and non-instructional staff.

## 5) THIRTY-SIX MONTH GOALS TO BE MET BY MILDRED C. WELLS ACADEMY:

- A) Goal 1: Academic Proficiency and Growth will increase as:
- 50% of full academic year students will meet their growth target on NWEA Reading
  - 50% of full academic year students will meet their growth target on NWEA mathematics
  - The percent proficient on District-made, grade level, standards based common assessments will increase by 5 percentage points for English Language Arts benchmark assessments
  - The percent proficient on District-made, grade level, standards based common assessments will increase by 5 percentage points for mathematics benchmark assessments
  - The average percent of students scoring proficient in English Language Arts and mathematics combined on M-Step will increase by 5 percentage points (See the following in the attachment section of the agreement: *Chart 11: Three-year M-STEP Achievement Goal/Target Chart (English Language Arts & Mathematics)*)
- B) Goal 2: Student wellbeing and positive behavior will increase as shown below: (MTSS for attendance and behavior logs)

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- Discipline office referrals will decrease by 20%
  - The average student daily attendance rate will be 87% or higher
- C) Goal 3: Community & Parental Involvement
- 100% of our community partners will be aligned to the strategic Partnership Agreement Plan for MCWA.
  - 100% of our students and families will have the opportunity to be involved in external exposure activities provided by the academy.
  - The academy will increase the number of opportunities for parents to engage in school activities and community events.
- D) Goal 4: Staff retention and absenteeism (instructional and non-instructional)
- The academy will strive to keep the average staff absenteeism rates below 8 days annually.
  - The academy will decrease the quarterly average total turnover rate with both instructional and non-instructional staff.

**Table 1: GOAL 1 (4-9)**

<b>(4/5) 18 MONTH BENCHMARKS &amp; 36 MONTH GOALS TO BE MET BY MILDRED C. WELLS ACADEMY</b>	<b>(6) ANALYSIS OF RELEVANT DATA</b>	<b>(7) STRENGTHS &amp; WEAKNESSES OF MILDRED C. WELLS ACADEMY</b>	<b>(8) STRATEGIES TO MEET GOALS &amp; BENCHMARKS:</b>	<b>(9) PROFESSIONAL LEARNING NEEDED TO MEET GOALS AND/OR BENCHMARKS</b>
<p><b>18-month benchmark for Goal 1</b></p> <p>Goal 1: Academic Proficiency and Growth will increase as:</p> <ul style="list-style-type: none"> <li>● Provide professional development to ensure full implementation of enVision mathematics to support the tier I, standards-based instruction and mathematics curriculum</li> <li>● Provide professional development to ensure full implementation of Reading Street to support the tier I, standards-based instruction and English Language Arts curriculum</li> <li>● Provide professional development to ensure that teachers and support staff are using NWEA data and reports to provide high quality tier II and tier III interventions</li> </ul>	<p><b>Analysis of state and local assessments</b></p> <p>Proficiency rates indicate a need for curriculum alignment to Michigan standards</p> <p>NWEA Growth for mathematics and reading K-8 (See Attachment B, Charts 1-4)</p>	<p><b>Strengths:</b></p> <p>Use NWEA benchmark data to tier students according to their individual learning level, all student placed in tier I, II, or III.</p> <p>Weekly PLC meetings in grade level spans to discuss data from weekly formative</p>	<p>Align pacing guides to state standards ensuring that all standards are covered in a timely manner, the most important work of the grade is taught with the highest level of rigor and that assessments are aligned to the standards at high DoK levels.</p> <p>K-8 enVision</p>	<p>The Leona Group will provide professional development to all teachers regarding full implementation of the components of enVision mathematics focusing on strategies to reach high levels of rigor in tier I instruction using the resource.</p> <p>The Leona Group</p>

<b>(4/5) 18 MONTH BENCHMARKS &amp; 36 MONTH GOALS TO BE MET BY MILDRED C. WELLS ACADEMY</b>	<b>(6) ANALYSIS OF RELEVANT DATA</b>	<b>(7) STRENGTHS &amp; WEAKNESSES OF MILDRED C. WELLS ACADEMY</b>	<b>(8) STRATEGIES TO MEET GOALS &amp; BENCHMARKS:</b>	<b>(9) PROFESSIONAL LEARNING NEEDED TO MEET GOALS AND/OR BENCHMARKS</b>
<ul style="list-style-type: none"> <li>● 5% of students will score at or above proficiency on District made, grade level, standards based common assessments for English Language Arts &amp; mathematics</li> <li>● 50% of full academic year students will meet their growth target on NWEA Reading</li> <li>● 50% of full academic year students will meet their growth target on NWEA mathematics</li> </ul> <p><b>36-month benchmark for Goal 1</b></p> <p>Goal 1: Academic Proficiency and Growth will increase as:</p> <ul style="list-style-type: none"> <li>● 50% of full academic year students will meet their growth target on NWEA Reading</li> <li>● 50% of full academic year students will meet their growth target on NWEA mathematics</li> <li>● The percent proficient on District-made, grade level, standards based common assessments will increase by 5 percentage points for English Language Arts benchmark assessments</li> <li>● The percent proficient on District-made, grade level, standards based common assessments will increase by 5 percentage points for mathematics benchmark assessments</li> <li>● The average percent of students scoring proficient in English Language Arts and mathematics combined on M-Step will increase by 5 percentage points</li> </ul>	<p>Two-year trend data for the percentage of students proficient in reading and mathematics in grades K-8 on District assessments (See Attachment B, Charts 5-8)</p> <p>Three-year trend data for the percentage of students proficient for reading and mathematics in grades 3-8 on the state assessment (See Attachment B, Charts 9-10)</p>	<p>assessments, instructional strategies, curriculum resources and to plan for instruction.</p> <p>Staff willingness to grow their practice through professional development and feedback</p> <p><b>Weakness:</b></p> <p>Use NWEA benchmark data to determine and execute high quality interventions for students in tier II and tier III.</p> <p>Implementation of enVision mathematics and Reading Street</p>	<p>Mathematics curriculum resource adoption during the 16-17 school year.</p> <p>K-6 English Language Arts Reading Street curriculum resource adoption during the 16-17 school year.</p> <p>Intentional focus during weekly PLC meetings on individual student data based on the NWEA benchmark, weekly formative assessments and progress monitoring. Focus will also include strategies to increase rigor in the classroom.</p> <p>The Leona Group</p>	<p>will provide professional development to all teachers regarding all components of Reading Street, focusing on strategies to reach high levels of rigor in tier I instruction using the resource.</p> <p>The Leona Group will provide ongoing professional development for tier II and tier III intervention strategies and execution using NWEA benchmark data to determine individual student needs.</p> <p>The Leona Group will provide professional</p>

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		<p>curriculum resources with fidelity in order to reach higher DoK levels during instruction.</p> <p>Scaffolding grade level content to meet students' individual learning needs and ensure they are reaching proficiency at all DoK levels.</p>	<p>will support the academy with consistent implementation of the strategies by providing intentional support, continuous communication, professional development and feedback to the leadership team.</p>	<p>development and support the teachers in strategies for scaffolding grade level content. School leadership team will intentionally monitor and provide feedback on weekly lesson plans about scaffolding and differentiation.</p>

**Table 2: GOAL 2 (4-9)**

<b>(4/5) 18 MONTH BENCHMARKS &amp; 36 MONTH GOALS TO BE MET BY MILDRED C. WELLS ACADEMY</b>	<b>(6) ANALYSIS OF RELEVANT DATA</b>	<b>(7) STRENGTHS &amp; WEAKNESSES OF MILDRED C. WELLS ACADEMY</b>	<b>(8) STRATEGIES TO MEET GOALS &amp; BENCHMARKS:</b>	<b>(9) PROFESSIONAL LEARNING NEEDED TO MEET GOALS AND/OR BENCHMARKS</b>
<b>18-month benchmark for Goal 2</b>	Office discipline referral data from the 2015-2016, 2016-2017 and	<p><b>Strengths:</b></p> <p>School has a School</p>	School has a School Social Worker that will focus on tier II and tier III students	All staff will receive professional development on classroom

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<p>Goal 2: Student wellbeing and positive behavior will increase as shown below: (MTSS for attendance and behavior logs)</p> <ul style="list-style-type: none"> <li>● Provide ongoing professional development regarding positive behavior support, alternative to suspensions and classroom management.</li> <li>● Provide ongoing professional development on Eric Jensen’s brain research on engaging students from poverty.</li> <li>● The average student daily attendance rate will be 85% or higher</li> </ul> <p><b>36-month benchmark for Goal 2</b></p> <p>Goal 2: Student wellbeing and positive behavior will increase as shown below: (MTSS for attendance and behavior logs)</p> <ul style="list-style-type: none"> <li>● Discipline office referrals will decrease by 20%</li> <li>● The average student daily attendance rate will be 87% or higher</li> </ul>	<p>2017-18 academic school years. culture &amp; climate Survey data</p> <p>Attendance data from 2015-2016, 2016-2017 and 2017-18 academic school years.</p>	<p>Social Worker</p> <p>School has a Behavioral Interventionist</p> <p>Ongoing Professional Development from Berrien RESA with a current focus on culture and climate</p> <p>Emerging PBIS</p> <p>Highly Qualified Teachers (all grade levels)</p> <p><b>Weakness:</b></p> <p>Classroom Management in some classes</p> <p>New teachers with minimal experience</p>	<p>Behavioral Interventionists will work with students on a check in/check out process daily</p> <p>School social worker will serve as a parent liaison with a focus on improving parent engagement</p> <p>Provide ongoing professional development regarding positive behavior support, alternative to suspensions and classroom management.</p>	<p>management, positive behavior support strategies in the classroom as well as unstructured areas.</p> <p>Staff will review the office referral data monthly with a focus on location, frequency and type of infractions.</p> <p>Social worker will increase parent engagement opportunities.</p>



**Table 3: GOAL 3 (4-9)**

<b>(4/5) 18 MONTH BENCHMARKS &amp; 36 MONTH GOALS TO BE MET BY MILDRED C. WELLS ACADEMY</b>	<b>(6 )ANALYSIS OF RELEVANT DATA</b>	<b>(7) STRENGTHS &amp; WEAKNESSES OF MILDRED C. WELLS ACADEMY</b>	<b>(8) STRATEGIES TO MEET GOALS &amp; BENCHMARKS:</b>	<b>(9) PROFESSIONAL LEARNING NEEDED TO MEET GOALS AND/OR BENCHMARKS</b>
<p><b>18-month benchmark for Goal 3</b></p> <p>Goal 3: Community &amp; Parental Involvement</p> <ul style="list-style-type: none"> <li>• 100% of our community partners will be aligned to the strategic Partnership Agreement Plan for MCWA.</li> <li>• 100% of our students and families will have the opportunity to be involved in external exposure activities provided by the academy.</li> <li>• The academy will increase the number of opportunities for parents to engage in school activities and community events.</li> </ul> <p><b>36-month benchmark for Goal 3</b></p> <p>Goal 3: Community &amp; Parental Involvement</p> <ul style="list-style-type: none"> <li>• 100% of our community partners will be aligned to the strategic Partnership Agreement Plan for MCWA.</li> <li>• 100% of our students and families will have the opportunity to be involved in external exposure activities provided by the academy.</li> <li>• The academy will increase the number of opportunities for parents to engage in school activities and community events.</li> </ul>	<p>Parent Surveys</p> <p>Parent participation data</p> <p>Field trip information</p> <p>Family Events Data</p>	<p><b>Strengths:</b></p> <p>High Field Trip participation</p> <p>High Parent teacher conference participation</p> <p>Numerous events for families to attend.</p> <p><b>Weakness:</b></p> <p>Low Community participation.</p> <p>Low attendance PTO meetings</p> <p>Implement programs that are aligned to the curriculum and</p>	<p>The Community partnership organization will meet to create common goals. They will collaborate regularly to identify needs, eliminate duplication and ensure alignment of resources thereby strengthening impact of agencies, organizations and partners on student academic progress.</p> <ul style="list-style-type: none"> <li>• Housing Resources</li> <li>• Employment Support</li> <li>• Iron Man Basketball League will Mentor young men</li> </ul>	<p>All staff members will participate in Ruby Payne professional development</p> <p>Teachers will continue professional development on Ruby Payne.</p>

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		instruction to provide support, guidance and strategies for parents to use with their students at home to support them in their learning.	Implementation of family programs that are aligned to the curriculum and instruction.	

**Table 4: GOAL 4 (4-9)**

<b>(4/5) 18 MONTH BENCHMARKS &amp; 36 MONTH GOALS TO BE MET BY MILDRED C. WELLS ACADEMY</b>	<b>(6) ANALYSIS OF RELEVANT DATA</b>	<b>(7) STRENGTHS &amp; WEAKNESSES OF MILDRED C. WELLS ACADEMY</b>	<b>(8) STRATEGIES TO MEET GOALS &amp; BENCHMARKS:</b>	<b>(9) PROFESSIONAL LEARNING NEEDED TO MEET GOALS AND/OR BENCHMARKS</b>
<p><b>18-month benchmark for Goal 4</b></p> <p>Goal 4: Staff retention and absenteeism (instructional and non-instructional)</p> <ul style="list-style-type: none"> <li>● Increase overall health and wellness of all staff members.</li> <li>● Increase morale and a sense of community among all staff members.</li> </ul>	<p>Analysis of staff attendance and absenteeism rates</p> <p>Analysis of staff turnover data</p> <p>Analysis of staff culture &amp; climate</p>	<p><b>Strengths:</b></p> <p>The small staff allows for the natural development of a close-knit community</p>	<p>Staff will participate in a Commit to Fit initiative to increase overall health and wellness of all staff members.</p>	<p>Allow teachers the chance to participate in conferences, e-learning courses and webinars in order to improve their teaching skills and boost their</p>

(4/5) 18 MONTH BENCHMARKS & 36 MONTH GOALS TO BE MET BY MILDRED C. WELLS ACADEMY	(6) ANALYSIS OF RELEVANT DATA	(7) STRENGTHS & WEAKNESSES OF MILDRED C. WELLS ACADEMY	(8) STRATEGIES TO MEET GOALS & BENCHMARKS:	(9) PROFESSIONAL LEARNING NEEDED TO MEET GOALS AND/OR BENCHMARKS
<ul style="list-style-type: none"> <li>The academy will decrease the quarterly average total turnover rate with both instructional and non-instructional staff.</li> </ul> <p><b>36-month benchmark for Goal 4</b></p> <p>Goal 4: Staff retention and absenteeism (instructional and non-instructional)</p> <ul style="list-style-type: none"> <li>The academy will strive to keep the average staff absenteeism rates below 8 days annually.</li> <li>The academy will decrease the quarterly average total turnover rate with both instructional and non-instructional staff.</li> </ul>	<p>surveys</p>	<p>Small school size means that all staff members know and are acquainted with all the students</p> <p>Improved rate of staff daily attendance and decrease in absentee rates</p> <p>Staff not committed to school mission have been transitioned out of the school</p> <p><b>Weakness:</b></p> <p>Retaining teachers has been an ongoing struggle in prior years</p> <p>Finding and attracting highly qualified instructors</p>	<p>Participate in ongoing team building exercises to increase morale and a sense of community among all staff members</p> <p>Allow staff opportunities for group decision-making</p> <p>Create a “Gratitude Board” in the school office in order to share gratitude for each other’s actions</p> <p>Provide opportunities for teachers to collaborate with each other to discuss students</p>	<p>confidence</p> <p>Improve the cultural conditions within the school by bringing all staff together to create a shared vision of the kind of climate they want</p>

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		is often difficult, with school years starting without a permanent HQ teacher in place	and instructional strategies  Teachers and staff will be provided ongoing support from both school administrators and ESP staff so that they feel supported and cared for  Provide high-quality induction and mentoring opportunities for new staff members  Promote positive school environment by continuing to improve working conditions (transitioning to new building)	

**6) ANALYSIS OF RELEVANT DATA**

- A) Goal 1: Academic Proficiency and Growth will increase:
  - See table above for Goal 1
- B) Goal 2: Student wellbeing and positive behavior will increase as shown below: (MTSS for attendance and behavior logs)
  - See table above for Goal 2
- C) Goal 3: Community & Parental Involvement
  - See table above for Goal 3
- D) Goal 4: Staff retention and absenteeism (instructional and non-instructional)
  - See table above for Goal 4

**7) STRENGTHS AND WEAKNESSES OF MILDRED C. WELLS ACADEMY**

- A) Goal 1: Academic Proficiency and Growth will increase:
  - See table above for Goal 1
- B) Goal 2: Student wellbeing and positive behavior will increase as shown below: (MTSS for attendance and behavior logs)
  - See table above for Goal 2
- C) Goal 3: Community & Parental Involvement
  - See table above for Goal 3
- D) Goal 4: Staff retention and absenteeism (instructional and non-instructional)
  - See table above for Goal 4

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

- A) Goal 1: Academic Proficiency and Growth will increase:
  - See table above for Goal 1
- B) Goal 2: Student wellbeing and positive behavior will increase as shown below: (MTSS for attendance and behavior logs)
  - See table above for Goal 2
- C) Goal 3: Community & Parental Involvement
  - See table above for Goal 3
- D) Goal 4: Staff retention and absenteeism (instructional and non-instructional)
  - See table above for Goal 4

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

- A) Goal 1: Academic Proficiency and Growth will increase:
  - See table above for Goal 1
- B) Goal 2: Student wellbeing and positive behavior will increase as shown below: (MTSS for attendance and behavior logs)
  - See table above for Goal 2
- C) Goal 3: Community & Parental Involvement
  - See table above for Goal 3
- D) Goal 4: Staff retention and absenteeism (instructional and non-instructional)
  - See table above for Goal 4

**10) MILDRED C. WELLS ACADEMY BOARD OF DIRECTORS ROLE AND ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:**

- A) Incorporate the School Board goals into this Partnership Agreement with a checklist for actions and due dates for each goal.
- B) Align all School Board meeting agendas to major responsibilities of the School Board related to the Partnership Agreement Implementation Plan.
- C) Abide by the School Board-approved norms and protocols during all meetings (open or closed) and during all interactions outside of these meetings.
- D) Ensure that all protocols adopted by the School Board (i.e. communication, handling complaints, etc...) are aligned to an approved School Board policy.
- E) Adopt the school district's Partnership Agreement goals (student achievement, student well-being and leadership capacity) as the management agreement annual performance evaluation goals in addition to the fiscal goals set forth by the Partnership Agreement.

**11) MILDRED C. WELLS ACADEMY SCHOOL LEADER, 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) Academy's School Leader shall convene quarterly 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) Provide monthly updates to the Academy's educational service provider (The Leona Group) regarding the status of the Academy as relates to the implementation of this Agreement and the achievement of the goals defined herein.
- D) Provide monthly updates to the Academy's instructional staff regarding the status of the Academy as relates to the implementation of this Agreement and the achievement of the goals defined herein.
- E) Evaluation will adopt partnership goal.

**12) EMPLOYEE ACTIONS TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:**

- A) Employees will attend scheduled professional development sessions for full implementation of enVision mathematics, Reading Street for English Language Arts, NWEA to support Tier II and III instruction and on backwards planning to reach high levels of rigor in Tier I instruction.
- B) Teachers will meet in weekly PLC meetings in grade level spans to discuss data from weekly formative assessments, instructional strategies, curriculum resources and to plan for instruction.
- C) Employees will attend scheduled professional development sessions for positive behavior support, alternative to suspensions, classroom management and ongoing sessions on Eric Jensen’s brain research on engaging students from poverty.
- D) Staff members will attend 80% of the external exposure activities provided by the academy and increase the number of opportunities for parents to engage in school activities and community events.
- E) Staff members will participate in the school wellness initiative and team building activities to increase the sense of community within the school.
- F) Staff will discuss progress on Partnership Agreement goals quarterly to monitor progress.

**13) BAY MILLS COMMUNITY COLLEGE ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:**

- A) Mariah Wanic, Partnership Liaison, will serve as primary point-of-contact for authorizer, Bay Mills Community College Charter Schools Office.
- B) Work with the Superintendent to ensure the successful implementation of the Partnership Agreement.
- C) Identify barriers to the Partnership Agreement and eliminate or minimize these barriers.
- D) Facilitate discussions and meetings related to the Partnership Agreement.
- E) Participate in regular quarterly check-ins with partners to discuss Partnership Agreement progress.
- F) Support district use of the Northwest Evaluation Association (NWEA) assessment with financial support and training.
- G) Provide technical assistance to support the successful implementation of Partnership Agreement goals.
- H) Attend District School Board meetings to monitor updates on the implementation of the Partnership Agreement[KT1].

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

- A) Partnership Liaison, will serve as primary point-of-contact for MDE.
- B) Work with the Superintendent 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 to 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 bi-annual check-ins with partners to discuss Partnership Agreement progress.
- G) Support and encourage district use of the online math program Algebra Nation for schools listed in the Partnership Agreement; Algebra Nation is currently financially supported through the Michigan Legislature.
- 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.

**15) BUDGET:** Given a wide range of uncertainties in district funding, it is not possible to create a finalized 36-month budget however, Mildred C. Wells Academy will share 2018-19, 2019-2020 and 2020-21 budget information, including allocations for state and federal grants, and other elements when the budgets are designed and adjusted with all appropriate partners. (Please see Attachment A for estimates.) In order to meet the 18-month benchmarks and 36-month goals local, state, and federal funds will be used for staffing, programs, initiatives, and activities based on data trends, needs assessments and past practices. Significant support will be provided to MTSS, professional development and community involvement. Student and teacher classroom resources including technology, hands on manipulatives, online site licenses, curriculum resources and other supplemental education supplies used to support Tier I, Tier II and Tier III instruction will be addressed as well.

**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) Benton Harbor Public Library  
The library will teach students how to research and use library books and resources. Students will receive free books throughout the school year.
- B) Michigan State University Health & Wellness  
MSU Health & Wellness will teach grades K-7 healthy habits regarding nutrition, exercise, cleanliness, and healthy mindsets.
- C) Benton Harbor Public Safety  
Benton Harbor Public Safety will participate in family/community events, such as math and reading nights, reinforcing positive relationships with the students, families and public safety personnel.

**17) ADDITIONAL SCHOOLS:** The Parties agree that other Mildred C. Wells 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(s) identified in this Agreement shall apply prospectively to the added school(s) as if this Agreement had become effective on the date they were added.

**18) TERM OF AGREEMENT:**

- A) Except as otherwise provided in this section, the Agreement shall commence on the date of the last signature affixed below, and expire at the end of the [third] complete school year after that date. The term of this Agreement shall not extend past the term of the Contract.



- B) The board, the authorizer or the MDE may terminate this Agreement early upon delivery of written notice to all Parties at least 30 days in advance of the prospective termination date. Termination of this Agreement by any Party for any reason shall not affect the rights and obligation of the Parties accrued prior to the effective date of termination of this Agreement. This includes, but is not limited to, imposition of the Next Level Accountability Measures defined elsewhere in the Agreement.
- C) If any of the above-named Parties terminates this Agreement, that Party shall not be liable for any costs resulting from or related to the termination, including but not limited to, consequential damages or any other costs incurred by any other Party.
- D) A termination of this Agreement by any Party shall not affect the term of the Contract.
- E) In the event that the Authorizer terminates or does not reauthorize the Contract, this Agreement shall automatically terminate on the same day as the Contract terminates without any further action of the Parties.
- F) A Partner does not have the ability to terminate this Agreement, but a Partner does have the ability to withdraw from the Agreement upon 30 days' notice to the Parties.

## 19) NEXT LEVEL ACCOUNTABILITY MEASURES:

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

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

- D) Consistent with the Contract, nothing in this Agreement shall prevent the Academy or Authorizer from exercising other termination or revocation rights set forth in the Contract or under applicable law.
- E) Consistent with the Contract and applicable law, nothing in this Agreement shall prevent the Academy from exercising the applicable legal and appropriate rights if it does not agree with the next level of accountability imposed by the SRO.

**20) COMMUNITY ENGAGEMENT:** The following actions will be completed by Mildred C. Wells Academy, Esther Dowdell, the Academy Board of Directors, and Partners to ensure that the school community is meaningfully engaged in the implementation of this Agreement:

- A) Benton Harbor Public Library will teach students how to research and use library books and resources. Students will receive free books throughout the school year beginning in the 2017-18 school year and continue through the 2020-21 school year.
- B) Michigan State University Health & Wellness will teach grades K-7 healthy habits regarding nutrition, exercise, cleanliness, and healthy mindsets beginning in the 2017-18 school year and continuing through the 2020-21 school year.
- C) Benton Harbor Public Safety will participate in family/community events, such as math and reading nights, reinforcing positive relationships with the students, families and public safety personnel beginning in the 2017-18 school year and continue through the 2020-21 school year.

**21) CHECKLIST OF ACTIONS:** The following actions will be completed by Mildred C. Wells, Esther Dowdell, the Academy Board of Directors and Partners as specified below:

- A) By August 1, 2018, the district will create an implantation 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 August 1, 2018, the district will create an evaluation and monitoring process to ensure that Mildred C. Wells Preparatory Academy stays on target with the partnership agreement.
- C) By August 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:** Mildred C. Wells Academy and MDE will established mutually agreed upon dates in order to engage in collaborative discussion, gauge implementation progress, identify barriers, and discuss relevant issues regarding this Agreement:

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

- 24) ENTIRE AGREEMENT:** This Agreement sets forth all the covenants, agreements, stipulations, promises, conditions and understandings of the parties to this Agreement concerning the activities and Services contemplated herein. No party, including but not limited to its respective members, employees, attorneys, consultants, advisors, agents, representatives or students, have made any covenant, agreement, stipulation, promise, condition or understanding, warranty or representation, either oral or written, other than set forth herein.
- 25) INVALIDITY OR ENFORCEABILITY; SEVERABILITY; CONFLICT WITH CONTRACT:** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable by any court of competent jurisdiction in part or degree will be severed from the Agreement, and the Agreement will remain in full force and effect to the extent not held invalid or unenforceable. If any provision of this Agreement conflicts with a provision in the Contract, the Contract provision shall control.
- 26) WAIVER:** No Party may waive any condition, promise, obligation or requirement applicable to any other Party hereunder, unless such waiver is in writing signed by an authorized representative of such Party and expressly stated to constitute such waiver. Such waiver shall only apply to the extent given and shall not be deemed or construed to waive any such or other condition, promise, obligation or requirement in any past or future instance. No failure by a Party to insist upon strict performance of any covenant, agreement, term, or condition of this Agreement, shall constitute a waiver of any such covenant, agreement, term or condition.
- 27) CAPTIONS:** The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope or intent of this Agreement nor in any way shall affect this Agreement or the construction of any provision hereof.
- 28) GOVERNING LAW:** This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Michigan.
- 29) SUCCESSORS and ASSIGNS:** The covenants, conditions and agreements in this Agreement shall be binding upon and inure to the benefit of each Party, their respective legal representatives, successors and assigns.
- 30) NO INDEMNIFICATION:** There shall be no indemnification of any Party by any other in regards to liabilities arising out of the functions covered by this Agreement. All Parties shall be responsible for their own liabilities and defense as determined by law.
- 31) NOTICES:** Any notice to be given in connection with any of the terms or provisions of this Agreement shall be in writing and be given in person, by electronic mail, facsimile transmission, courier delivery service or by U.S. mail, and shall become effective (a) on delivery if given in person, (b) on the date of delivery if sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods or by courier delivery service, or (c) four business days after being deposited in the mail, with proper postage for first-class registered or certified mail, prepaid.

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

- i) If to the Academy:  
Mildred C. Wells Academy  
281 S. Fair Ave.  
Benton Harbor, MI 49022  
Attn: Mingcoria Minter Superintendent  
Email address: [Mingcoria.minter@leonagroup.com](mailto:Mingcoria.minter@leonagroup.com)  
Esther Dowdell, Academy School Leader  
Email address: [Esther.dowdell@leonagroup.com](mailto:Esther.dowdell@leonagroup.com)  
Patricia Payne, President, Board of Directors  
Email addresses: [profenp@sbcglobal.net](mailto:profenp@sbcglobal.net).
  
- ii) If to Authorizer:  
Bay Mills Community College  
12214 W Lakeshore Drive  
Brimley, MI 49715  
Attn: Mariah Wanic, special Assistant to the President in Charge of Charter Schools  
Email address: [mwanic@bmcc](mailto:mwanic@bmcc)  
Michael Parish. President of BMCC  
Email address: [Mparish@bmcc.edu](mailto:Mparish@bmcc.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

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

<b>Michigan Department of Education</b>	<b>Mildred C. Wells Academy</b>
Name: <u>Brian J. Whiston</u>	Name: <u>Esther Dowdell</u>
Title: <u>Superintendent</u>	Title: <u>School Leader</u>
Date: <u>3/5/18</u>	Date: <u>February 5, 2018</u>
Signature: <u>[Signature]</u>	Signature: <u>[Signature]</u>

<b>Mildred C. Wells Academy Board President</b>	<b>Bay Mills Community College</b>
Name: <u>Patricia Payne</u>	Name: <u>Michael Parish</u>
Title: <u>Board President</u>	Title: <u>President, Bay Mills Community College</u>
Date: <u>February 5, 2018</u>	Date: <u>FEBRUARY 9 2018</u>
Signature: <u>[Signature]</u>	Signature: <u>[Signature]</u>

<b>Berrien RESA</b>	<b>&lt;Union Representative or entity name&gt;</b>
Name: _____	Name: <u>N/A</u>
Title: _____	Title: _____
Date: _____	Date: _____
Signature: _____	Signature: _____

<b>Title</b> Mildred C. Wells Academy Partnership Agreement	<b>ID Number</b> [MDE-OPD-2018.01.08]
--	--

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

**Michigan Department of Education**

**Mildred C. Wells Academy**

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

Name: Esther Dowdell

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

Title: School Leader

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

Date: February 5, 2018

Signature: \_\_\_\_\_

Signature: Esther Dowdell

**Mildred C. Wells Academy Board President**

**Bay Mills Community College**

Name: Patricia Payne

Name: Michael Parish

Title: Board President

Title: President, Bay Mills Community College

Date: February 5, 2018

Date: FEBRUARY 9, 2018

Signature: \_\_\_\_\_

Signature: Patricia Payne

Signature: \_\_\_\_\_

Signature: Michael C. Parish

**Berrien RESA**

**<Union Representative or entity name>**

Name: Kevin M. Ivers

Name: N/A

Title: Superintendent

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

Date: 2-23-18

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

Signature: \_\_\_\_\_

Signature: Kevin M. Ivers

Signature: \_\_\_\_\_

---

Title

Mildred C. Wells Academy Partnership Agreement

ID Number

[MDE-OPD-2018.01.08]

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### **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 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>
1	\$645,163	\$230,813	\$6,933	\$18,150	\$22,555	\$1,500	\$925,114
2	\$645,163	\$230,813	\$6,933	\$18,150	\$22,555	\$1,500	\$925,114
3	\$645,163	\$230,813	\$6,933	\$18,150	\$22,555	\$1,500	\$925,114
<b>GRAND TOTAL</b>	<b>\$1,935,489</b>	<b>\$692,439</b>	<b>\$20,799</b>	<b>\$54,450</b>	<b>\$67,665</b>	<b>\$4,500</b>	<b>\$2,775,342</b>



**ATTACHMENT B: ACADEMIC TREND DATA**

**Chart 1: NWEA MAP Growth Data, Reading 2015-16**

<b>READING (2015-16)</b>									
Grade Level	Growth Count	Achievement Status		Growth					
		Fall Mean RIT	Spring Mean RIT	Observed Growth	Projected Growth	Count Met	Percentage Met	Growth Index	Growth Percentile
Grade 1	1	--	--			0			
Grade 2	5	--	--			1	20%		
Grade 3	14	162.7	170	7.3	12.5	5	36%	-2.5	1
Grade 4									
Grade 5	16	185.6	180.6	-5.0	7.2	1	6%	-6.7	1
Grade 6	10	189.4	191.9	2.5	5.6	5	50%	-1.6	6
Grade 7	9	--	--			1	11%		
<b>Aggregate</b>	<b>55</b>					<b>13</b>	<b>24%</b>		

**Chart 2: NWEA MAP Growth Data, Reading 2016-17**

<b>READING (2016-17)</b>								
Grade Level	Student Count	Fall 2016 Mean RIT	Spring 2017 Mean RIT	Observed Growth	Projected Growth	Growth Index	Percentage Meeting Projection	School Conditional Growth Percentile
Kindergarten	20	135.4	148.3	12.9	17.9	-1.75	30%	4
Grade 1	28	146.0	163.0	17.0	16.2	0.28	50%	61
Grade 2	24	153.8	174.3	20.5	14.4	2.44	58%	99
Grade 3	21	170.0	176.0	6.0	11.4	-2.67	14%	1
Grade 4	17	173.9	181.9	8.0	8.6	-0.36	35%	36
Grade 5	9	175.9	180.3	4.4	7.1	-1.49	33%	7
Grade 6	21	197.9	203.0	5.1	5.1	0.00	33%	50
Grade 7	13	199.9	200.8	0.9	4.0	-1.70	31%	4
<b>Aggregate</b>	<b>153</b>	<b>169.1</b>	<b>178.5</b>	<b>9.4</b>	<b>10.6</b>	<b>-0.7</b>	<b>35.5%</b>	

Chart 3: NWEA MAP Growth Data, Mathematics 2015-16

MATH (2015-16)									
Grade Level	Growth Count	Achievement Status		Growth					
		Fall Mean RIT	Spring Mean RIT	Observed Growth	Projected Growth	Count Met	Percentage Met	Growth Index	Growth Percentile
Grade 1	10	144.9	154.9	10.0	19.8	0	0%	-3.2	1
Grade 2	15	164.1	170.5	6.4	16.1	2	13%	-3.5	1
Grade 3	11	164.4	173.6	9.2	12.8	4	36%	-1.6	6
Grade 4									
Grade 5	17	190.1	194.5	4.4	8.1	7	41%	-1.4	8
Grade 6	12	192.1	200.3	8.2	6.2	6	50%	0.9	81
Grade 7	9	--	--			2	22%		
<b>Aggregate</b>	<b>74</b>					<b>21</b>	<b>28%</b>		

Chart 4: NWEA MAP Growth Data, Mathematics 2016-17

MATH (2016-17)								
Grade Level	Student Count	Fall 2016 Mean RIT	Spring 2017 Mean RIT	Observed Growth	Projected Growth	Growth Index	Percentage Meeting Projection	School Conditional Growth Percentile
Kindergarten	23	124.9	144.7	19.8	21.9	-0.76	39.0%	22
Grade 1	28	145.1	168.9	23.8	18.9	1.65	64.0%	95
Grade 2	27	157.1	176.4	19.3	15.5	1.43	59%	92
Grade 3	21	172.4	184.7	12.3	12.4	-0.04	43%	48
Grade 4	18	178.8	183.9	5.1	9.4	-1.96	17%	3
Grade 5	10	183.4	189.7	6.3	7	-0.26	20%	40
Grade 6	20	200.0	204.9	4.9	6.4	-0.67	40%	25
Grade 7	12	197.9	203.5	5.6	4.5	0.53	42%	70
<b>Aggregate</b>	<b>159</b>	<b>170.0</b>	<b>182.1</b>	<b>12.1</b>	<b>12.0</b>	<b>-0.01</b>	<b>40.5%</b>	

Chart 5: District assessments, English Language Arts (2016-17)

Percentage of Students Scoring in Proficient Levels  
Quarterly Benchmark Assessment 2016-17  
MILDRED C. WELLS ACADEMY  
READING

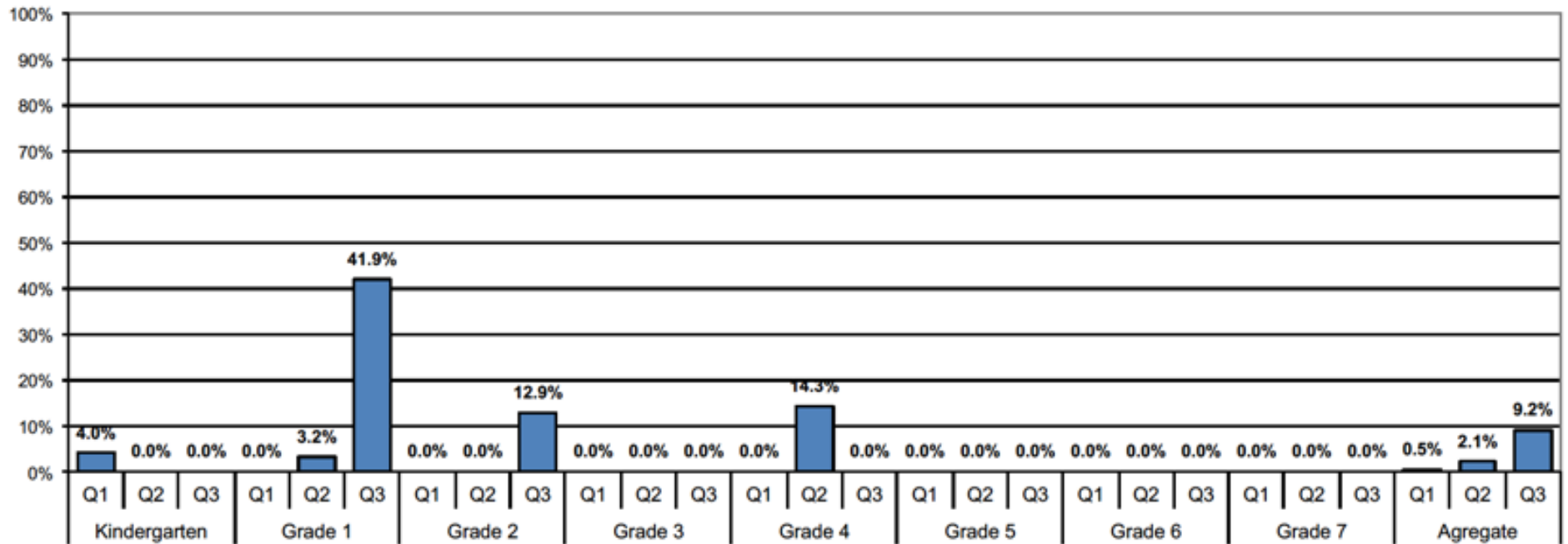


Chart 6: District assessments, English Language Arts (2017-18)

Percentage of Students Scoring in Proficient Levels  
Quarterly Benchmark Assessment 2017-18  
MILDRED C. WELLS ACADEMY  
READING

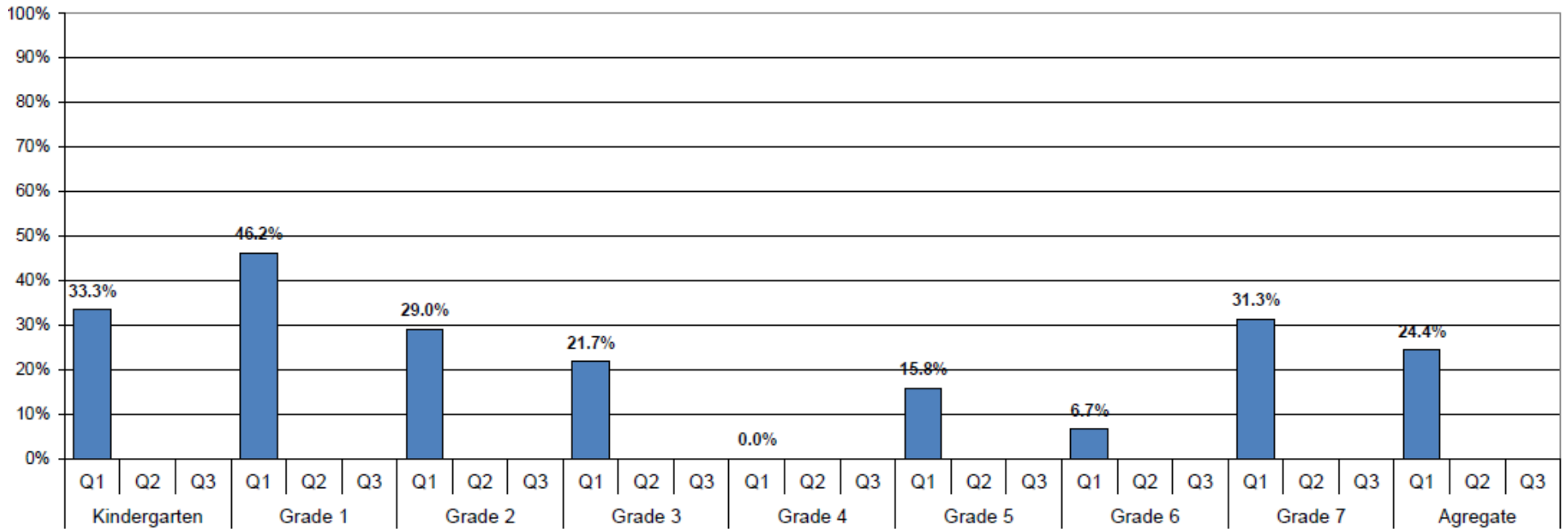


Chart 7: District assessments, Mathematics (2016-17)

Percentage of Students Scoring in Proficient Levels  
Quarterly Benchmark Assessment 2016-17  
MILDRED C. WELLS ACADEMY  
MATHEMATICS

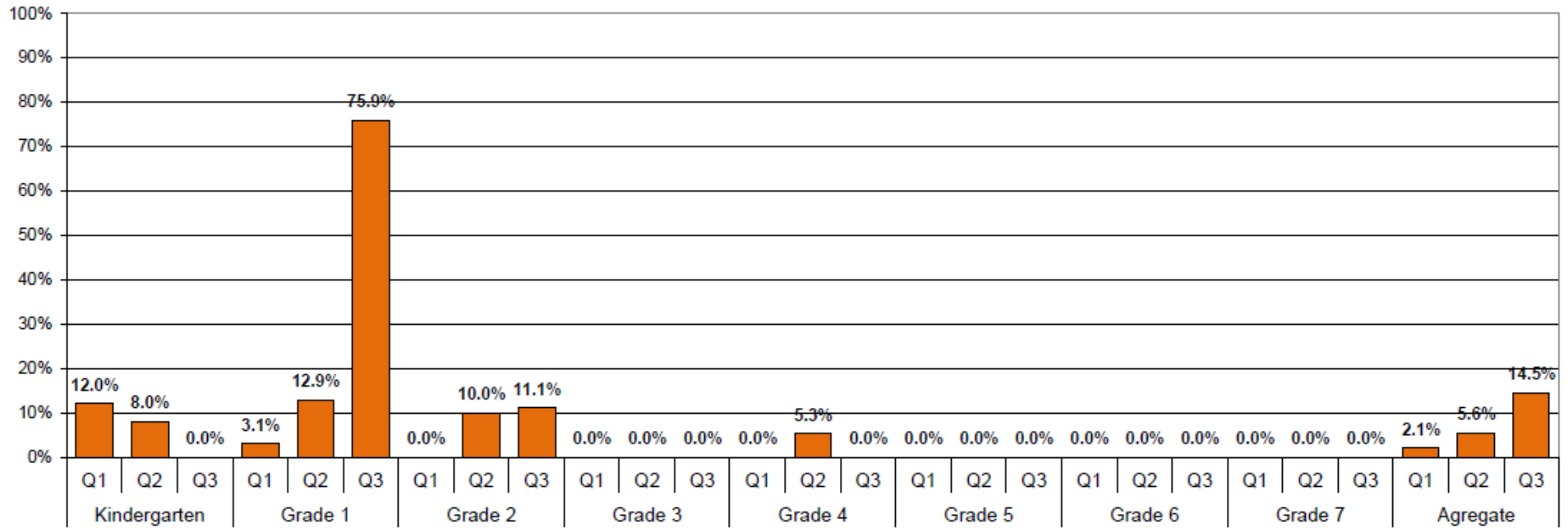


Chart 8: District assessments, Mathematics (2017-18)

Percentage of Students Scoring in Proficient Levels  
Quarterly Benchmark Assessment 2017-18  
MILDRED C. WELLS ACADEMY  
MATHEMATICS

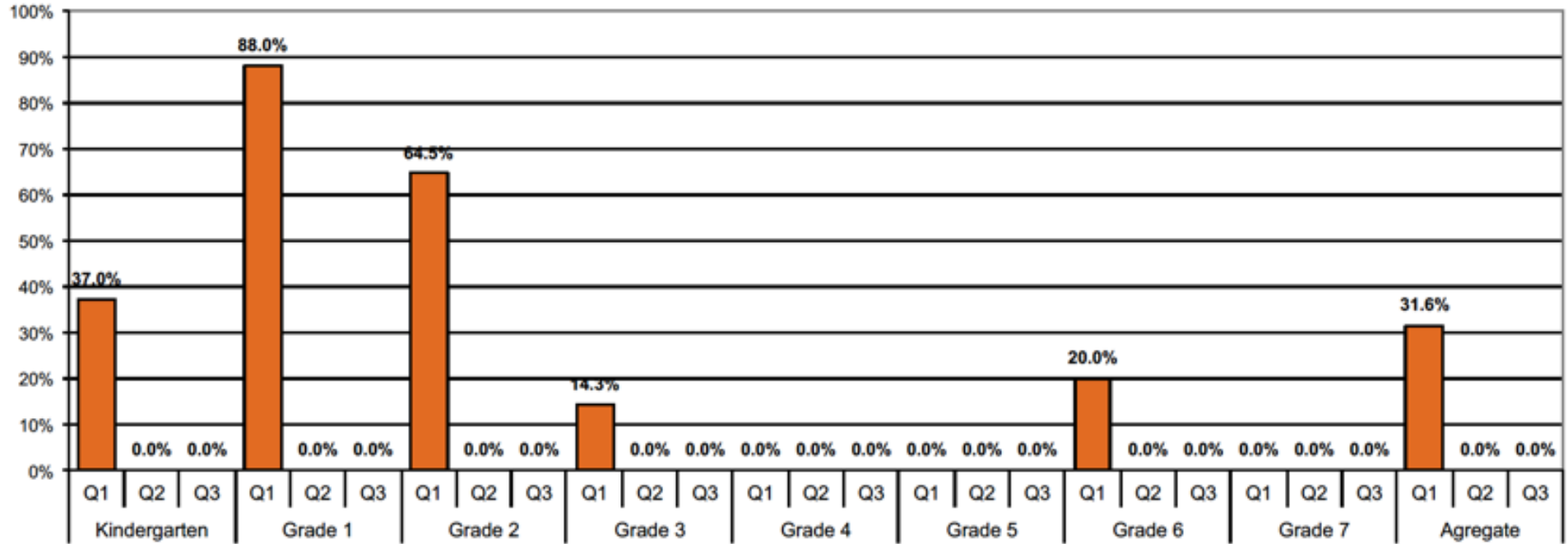


Chart 9: Three-year trend data for state assessment, English Language Arts



**Mildred C. Wells Academy  
All Students Tested  
English Language Arts**

Source: MI School Data

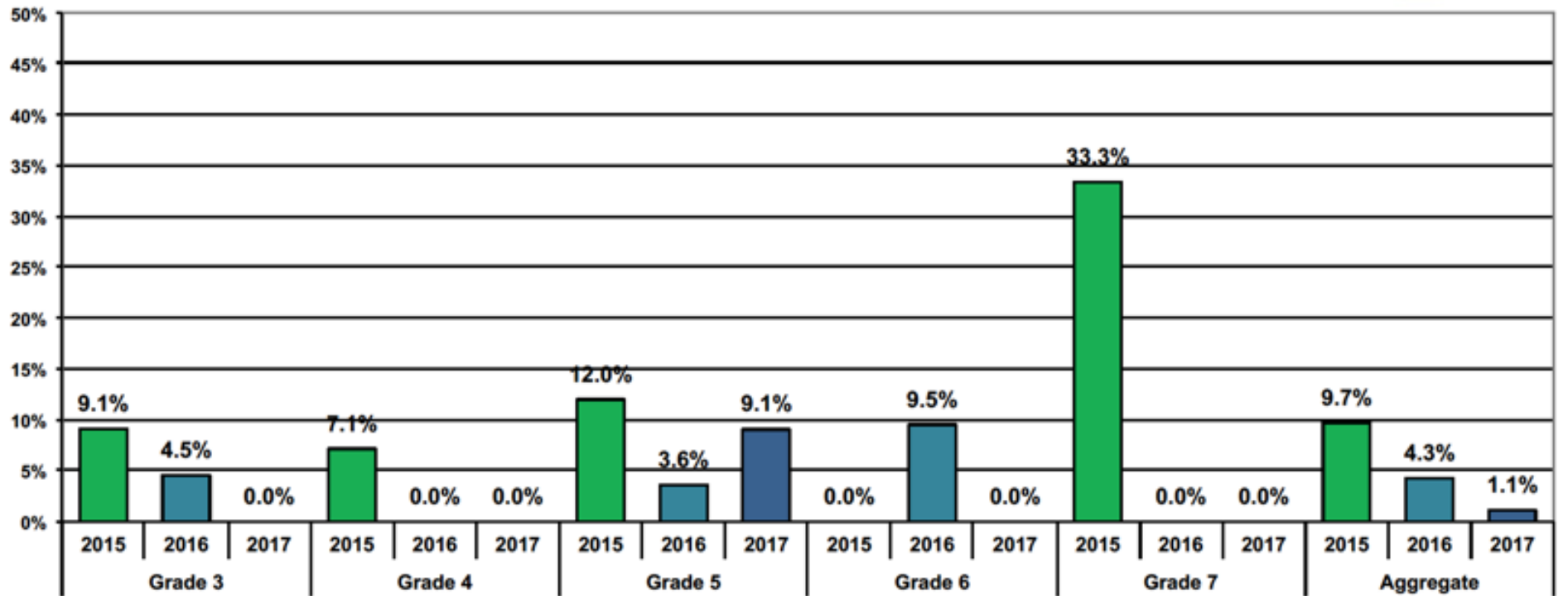


Chart 10: Three-year trend data for state assessment, Mathematics

Mildred C. Wells Academy  
All Students Tested  
Mathematics

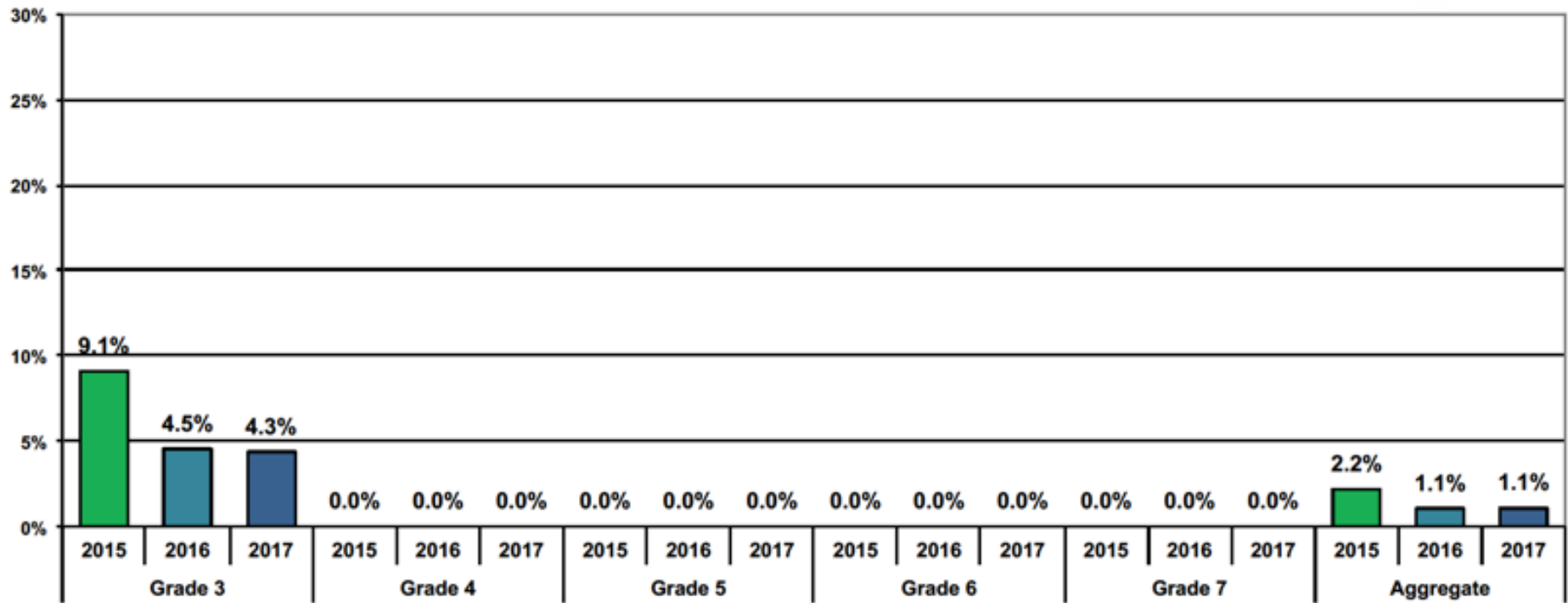




Chart 11: Three-year M-STEP Achievement Goal/Target Chart (English Language Arts & Mathematics)

### M-STEP ENGLISH LANGUAGE ARTS

	2016-17	2017-18	2018-19	2019-20	2020-21
Aggregate Score	1.1%				
Target	NA	2%	3.5%	4.75%	6%

### M-STEP MATHEMATICS

	2016-17	2017-18	2018-19	2019-20	2020-21
Aggregate Score	1.1%				
Target	NA	2%	2.5%	3.25%	4%



**1st AMENDMENT  
to the  
Mildred C. Wells Academy Partnership Agreement**

In accordance with section 23 of the Mildred C. Wells Academy Partnership Agreement:

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

All parties agree to the following:

- Amend section 4 EIGHTEEN MONTH BENCHMARKS TO BE MET BY Mildred C. Wells Academy by striking through the language to be changed and adding new language in **bold**. The statement(s) should read as follows:
  - A) Goal 1: Academic Proficiency and Growth will increase as:
    - Provide professional development to ensure full implementation of enVision mathematics to support the tier I, standards based instruction and mathematics curriculum
    - Provide professional development to ensure full implementation of Reading Street to support the tier I, standards based instruction and English Language Arts curriculum
    - Provide professional development to ensure that teachers and support staff are using NWEA data and reports to provide high quality tier II and tier III interventions
    - 5% of students will score at or above proficiency on ~~District made, grade level, standards based common~~ **FocalPointK12 Inspect Item Bank** assessments for English Language Arts & mathematics
    - 50% of full academic year students will meet their growth target on NWEA Reading
    - 50% of full academic year students will meet their growth target on NWEA mathematics

All signatories have read, understood and agree to comply with and be bound by the terms of the conditions set forth in this Amendment to the Agreement.

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

**Mildred C. Wells Academy**  
Board of Education President

Name: Latorgia Plant-Payne

Date: 9.25.2018

**Mildred C. Wells Academy**  
Superintendent

Name: Katisha Corona

Date: 09.05.18

**Michigan Department of Education,**  
Interim Superintendent of Public Instruction

Name: Sheik Allen

Date: 11-20-18

**Office of Partnership Districts**  
Director, SRO Officer

Name: Tyler J. L.

Date: 11-26-18

**Bay Mills Community College Charter Schools Office**  
Director/ Designee

Name: Michael C. Parish

Title: PRESIDENT

Date: 9-25-18



**AMENDMENT TWO (2)**  
**to the**  
**Mildred C. Wells Agreement Partnership Agreement**

**In accordance with section (23) of the Mildred C. Wells Academy Partnership Agreement:**

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

**All parties agree to the following:**

Amend sections (4) (A-D) by striking through the language to be changed and adding new language in **bold**.

**4) EIGHTEEN MONTH BENCHMARKS TO BE MET BY MILDRED C. WELLS ACADEMY:**

**A. Goal: Academic Proficiency and Growth will increase as:**

- ~~Provide professional development to ensure full implementation of enVision mathematics to support the tier I, standards-based instruction and mathematics curriculum~~
- ~~Provide professional development to ensure full implementation of Reading Street to support the tier I, standards-based instruction and English Language Arts curriculum~~
- ~~Provide professional development to ensure that teachers and support staff are using NWEA data and reports to provide high quality tier II and tier III interventions~~
- ~~5% of students will score at or above proficiency on District made, grade level, standards-based common assessments for English Language Arts & mathematics~~
- ~~50% of full academic year students will meet their growth target on NWEA Reading~~
- ~~50% of full academic year students will meet their growth target on NWEA mathematics~~

**B. Goal 2: Student wellbeing and positive behavior will increase as shown below: (MTSS for attendance and behavior logs)**

- ~~Provide ongoing professional development regarding positive behavior intervention support, alternative to suspensions and classroom management.~~
- ~~Provide ongoing professional development on Eric Jensen's brain research on engaging students from poverty.~~
- ~~The average student daily attendance rate will be 85% or higher~~

**C. Goal 3: Community & Parental Involvement**

- ~~100% of our community partners will be aligned to the strategic Partnership Agreement Plan for MCWA.~~
- ~~100% of our students and families will have the opportunity to be involved in external exposure activities provided by the academy.~~
- ~~The academy will increase the number of opportunities for parents to engage in school activities and community events.~~

**D. Goal 4: Staff retention and absenteeism (instructional and non-instructional)**

- ~~Staff will participate in a Commit to Fit initiative to increase overall health and wellness of all staff members.~~
- ~~Participate in ongoing team building exercises to increase morale and a sense of community among all staff members.~~
- ~~The academy will decrease the quarterly average total turnover rate with both instructional and noninstructional staff.~~

- A. Benchmark 1: Fifty percent of all students building wide will meet their growth target RIT score as evidenced by NWEA MAPS Growth assessment for reading. (Local Outcome)**
- B. Benchmark 2: Fifty percent of all students building wide will meet their growth target RIT score as evidenced by NWEA MAPS Growth assessment for mathematics. (Local Outcome)**
- C. Benchmark 3: The building wide average percent of students scoring proficient in English Language Arts and mathematics combined will increase by 2.5 percentage points from 2016-2017 as evidenced by FocalPointK12 Inspect Item Bank assessments. (Local Outcome)**
- D. Benchmark 4: Building wide average percent of students scoring proficient in English Language Arts will increase by 2.5 percentage points as evidenced by M-Step based on 2016-2017 data. (State Outcome)**
- E. Benchmark 5: Building wide average percent of students scoring proficient in mathematics will increase by 2.5 percentage points as evidenced by M-Step based on 2016-2017 data. (State Outcome)**
- F. Benchmark 6: MCWA will implement tiered instruction with fidelity to 70% as evidenced by The Leona Group Quality School Initiative Plan (QSIP) most recent audit. (Process Goal)**
- G. Benchmark 7: Student discipline office referrals will decrease by 10% - 14% building wide from 2016- 2017. (Local Outcome)**
- H. Benchmark 8: The average student daily attendance rate will be 85% or higher. (Local Outcome)**
- I. Benchmark 9: MCWA will partially implement each feature for Tier One (1) of PBIS as evidenced by the SWPBIS Tiered Fidelity Inventory. (Process Goal)**
- J. Benchmark 10: The academy will sustain the number of opportunities for parents to engage in school activities and community events at 12 events or more annually. (Process Goal)**
- K. Benchmark 11: The academy will decrease the annual average total turnover rate with both instructional and non-instructional staff to below 49.1% (Local Outcome)**

**Amend section (5) (A-D) THIRTY-SIX MONTH GOALS TO BE MET BY MILDRED C. WELLS ACADEMY:**

**5) THIRTY-SIX MONTH GOALS TO BE MET BY MILDRED C. WELLS ACADEMY:**

- A. Goal 1: Academic Proficiency and Growth will increase as:**
  - ~~50% of full academic year students will meet their growth target on NWEA Reading~~
  - ~~50 % of full academic year students will meet their growth target on NWEA mathematics~~
  - ~~The percent proficient on District made, grade level, standards-based common assessments will increase by 5 percentage points for English Language Arts benchmark assessments~~
  - ~~The percent proficient on District made, grade level, standards based common assessments will increase by 5 percentage points for mathematics benchmark assessments~~
  - ~~The average percent of students scoring proficient in English Language Arts and mathematics combined on M-Step will increase by 5 percentage points. (See the following in the attachment section of the agreement: Chart 11: Three-year M-STEP Achievement Goal/Target Chart (English Language Arts & Mathematics))~~

~~B. Goal 2: Student wellbeing and positive behavior will increase as shown below: (MTSS for attendance and behavior logs)~~

- ~~• Discipline office referrals will decrease by 20%~~
- ~~• The average daily attendance rate will be 87% or higher~~

~~C. Goal 3: Community & Parental Involvement~~

- ~~• 100% of our community partners will be aligned to the strategic Partnership Agreement Plan for MCWA.~~
- ~~• 100% of our students and families will have the opportunity to be involved in external exposure activities provided by the academy.~~
- ~~• The academy will increase the number of opportunities for parents to engage in school activities and community events.~~

~~D. Goal 4: Staff retention and absenteeism (instructional and non-instructional)~~

- ~~• The academy will strive to keep the average staff absenteeism rates below 8 days annually.~~
- ~~• The academy will decrease the quarterly average total turnover rate with both instructional and non-instructional staff.~~

- A. Goal 1: Fifty percent of all students building wide will meet their growth target RIT score as evidenced by NWEA MAPS Growth assessment for reading. (Local Outcome)**
- B. Goal 2: Fifty percent of all students building wide will meet their growth target RIT score as evidenced by NWEA MAPS Growth assessment for mathematics. (Local Outcome)**
- C. Goal 3: The building wide average percent of students scoring proficient in English Language Arts and mathematics combined will increase by 5 percentage points from 2016-2017 as evidenced by FocalPointK12 Inspect Item Bank assessments. (Local Outcome)**
- D. Goal 4: Building wide average percent of students scoring proficient in English Language Arts will increase by 5 percentage points as evidenced by M-Step based on 2016-2017 data. (State Outcome)**
- E. Goal 5: Building wide average percent of students scoring proficient in mathematics will increase by 5 percentage points as evidenced by M-Step based on 2016-2017 data. (State Outcome)**
- F. Goal 6: MCWA will implement tiered instruction with fidelity to 85% as evidenced by The Leona Group Quality School Initiative Plan (QSIP) most recent audit. (Process Goal)**
- G. Goal 7: Student discipline office referrals will decrease by 15%- 20% building wide from 2016-2017. (Local Outcome)**
- H. Goal 8: The average student daily attendance rate will be 86.5% or higher. (Local Outcome)**
- I. Goal 9: MCWA will implement PBIS to 70% fidelity as evidenced by the SWPBIS Tiered Fidelity Inventory. (Process Goal)**
- J. Goal 10: The academy will sustain the number of opportunities for parents to engage in school activities and community events at 15 events or more annually. (Process Goal)**
- K. Goal 11: The academy will decrease the annual average total turnover rate with both instructional and non-instructional staff to below 39%. (Local Outcome)**

**Amend section (19) by striking through the language to be changed and adding new language in bold.**

19) NEXT LEVEL ACCOUNTABILITY MEASURES:

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

- A. If MCWA covered by this Agreement does not meet the ~~48-month benchmark~~ **36-month goal(s)** set forth in this Agreement, the Authorizer may reconstitute the Academy in accordance with the Contract**



and the Code, and in conjunction and notification to the MDE of this option. The reconstitution will minimally consist of a new school board **and meet the requirements as described in Section 507 of the Revised School Code. [MCL380.507]**

- ~~B. If the Authorizer elects not to reconstitute the Academy for the Academy school(s) not meeting the 18-month benchmark(s) set forth in this Agreement, the SRO may implement one of the Next Level of Accountability Measures at the end of the third school year:~~
- ~~1) Recommend to the State Superintendent the appointment of a Chief Executive Officer in the Academy as authorized under Section 1280c of the Code, MCL 380.1280c; or~~
  - ~~2) If the Academy school(s) covered by this agreement [meet][meets] the criteria for closure under section [507][528](5) and (6) of the Code, MCL 380.[507][528](5) and (6), the SRO may issue a notice to the Authorizer that the Academy school(s) identified in this Agreement shall be closed before the start of the next school year.~~
- C. If after the third full year of test results, it appears that the Academy school(s) covered by this Agreement will fail to meet the [36]month goal(s), the Authorizer shall give notice to the Academy that the Contract will be amended at the end of the current school year, without further action of the Authorizer and Academy, to eliminate the Academy's authority to operate the Academy school(s) subject to this Agreement. If all Academy schools are covered by this Agreement and are closed for failing to meet the [36]-month goal(s), then the Authorizer shall notify the Academy that the Academy's Contract shall be terminated at the end of the current school year or, if the Academy is in the Contract reauthorization process, that the Contract will not be reauthorized.
- D. Consistent with the Contract, nothing in this Agreement shall prevent the Academy or Authorizer from exercising other termination or revocation rights set forth in the Contract or under applicable law.
- E. Consistent with the Contract and applicable law, nothing in this Agreement shall prevent the Academy from exercising the applicable legal and appropriate rights if it does not agree with the next level of accountability ~~imposed by the SRO.~~

**Amend section (20) by striking through the language to be changed and adding new language in bold.**

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

**Amend section (21) by striking through the language to be changed and adding new language in bold.**

21) **CHECKLIST OF ACTIONS:** The following actions will be completed by Mildred C. Wells **Academy School Leader, Esther Dowdell**, the Academy Board of Directors and Partners as specified below:

**Amend section (31) (i) by striking through the language to be changed and adding new language in bold.**

If to the Academy:

Mildred C. Wells Academy

~~281 S. Fair Ave.~~ **248 9<sup>th</sup> Street**

Benton Harbor, MI 49022

Attn : Mingcoria Minter Superintendent

Email address: Mingcoria.minter@leonagroup.com

~~Esther Dowdell~~ **Latrisha Corona**, Academy School Leader

Email address: ~~Esther.dowdell@leonagroup.com~~ **latrisha.corona@leonagroup.com**

Patricia Payne, President, Board of Directors

Email addresses: [profen@sbcglobal.net](mailto:profen@sbcglobal.net)

All signatories have read, understood and agree to comply with and be bound by the terms of the conditions set forth in this Amendment to the Agreement.

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

Michigan Department of Education

Name: William Pearson  
Title: Director of Partnership Districts  
Date: 8.12.19  
Signature: William Pearson

Bay Mills Community College

Name: MICHAEL C. PARISIT  
Title: PRESIDENT  
Date: 7-26-19  
Signature: Michael C. Parisit

Mildred C. Wells Academy

Name: Latrisha Corona  
Title: School Leader  
Date: 07-03-19  
Signature: Latrisha Corona

Berrien RESA

Name: Kevin M. Ivers  
Title: Superintendent  
Date: 08-08-19  
Signature: Kevin M. Ivers

Mildred C. Wells Academy Board President

Name: PATRICIA PAYNE  
Title: PRESIDENT, BO. OF DIRECTORS  
Date: 6.24.2019  
Signature: Patricia Payne