

## Office of Partnership Districts

### Partnership Agreement Enactment & Amendment History

Partnership District	School District of the City of Flint
Partnership Agreement	March 2018
Amendment 1	October 28, 2019
Amendment 2	
Amendment 3	

# Partnership District Agreement June 2018

## Flint Community Schools (FCS) Partnership Agreement

THIS PARTNERSHIP AGREEMENT is entered on **July 2, 2018** between the Michigan Department of Education (MDE), the State School Reform/Redesign Officer (SRO), the Genesee Intermediate School District (GISD) and:

**Flint Community Schools**  
**923 E. Kearsley Street**  
**Flint, MI 48503**  
**Gregory Weatherspoon, Interim Superintendent**  
**Shelly Umphrey, Assistant Superintendent**  
**Diana Wright, Board President**

The above-named agree that upon the commencement date of this partnership, they shall be deemed to have become partners in meeting the mutually agreed upon goals and outcomes for the schools named in this document. The purposes, terms and conditions of this partnership are as follows:

- 1) PURPOSE OF THIS AGREEMENT:** To work collaboratively in setting 18-month benchmarks and 36-month outcome goals with intent to significantly increase student achievement in the schools named in this agreement; and to determine the next level of accountability should this agreement not be completed within 90 days, or should the 18-month benchmark(s) or 36-month goal(s) not be met by the district.

The Partnership Model is focused on improving student academic achievement, providing state and local supports and resources, and requiring accountability to attaining the goals and benchmarks agreed upon by the school district and partners. Although the Partnership Model allows the school district a broad spectrum of technical expertise and support to drive improvement and self-accountability, the chronically failing school(s) identified in this Partnership Agreement are still subject to provisions of MCL380.1280c. State law requires the State Superintendent to hire a State School Reform/Redesign Officer (SRO) to carry out the statutory responsibilities of the law in the event the school district does not reach the 18-month or 36-month goals sets forth in this Partnership Agreement.

Michigan law requires the superintendent of public instruction to publish a list identifying the public schools in this state that the department has determined to be among the lowest achieving 5% of all public schools in this state. The Schools subject to this agreement are either identified as Comprehensive Support and Improvement (CSI) Schools, or are electively added to this agreement per the request of Flint Community Schools.

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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 school(s) named in this agreement to the Michigan Department of Education (MDE) for the duration of this agreement, pending the Next Levels of Accountability (NLA) defined in Paragraph 19 do not require implementation as defined therein. This partnership agreement will further facilitate the achievement of that purpose, create greater stability, and local control in the school district, and avoid the threat of action by the SRO under Section 1280c of the Revised School Code (School Code).

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 in Flint Community Schools for its/their academic improvement.

**2) TERMS AND CONDITIONS:** Flint Community Schools retains control of the schools named in this Agreement. The Michigan Department of Education and the partners named in this Agreement will provide mutually agreed upon support to meet the benchmarks and goals defined below.

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

- A) **ALA/Northwestern**
- B) **Brownell STEM Academy**
- C) **Doyle Ryder**
- D) **Durant-Tuuri-Mott**
- E) **Eisenhower**
- F) **Freeman**
- G) **Holmes STEM Academy**
- H) **Neithercut**
- I) **Pierce**
- J) **Potter**
- K) **Scott**
- L) **Southwestern**

**4) THIRTY-SIX MONTH GOALS TO BE MET BY FLINT COMMUNITY SCHOOLS:**

- A) **Goal 1: Attendance** – FCS will fully implement an attendance support system in order to increase the attendance of students to 90% or higher, as measured by SYNERGY.

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### STRATEGIES TO MEET ATTENDANCE GOALS AND BENCHMARKS

- Analyze attendance data at least monthly to identify trends, problem solve and involve relevant stakeholders in creative solutions
- B) **Goal 2: Behavior** – FCS will fully implement Positive Behavior Intervention and Support Systems (PBIS) to reduce out-of-school suspensions by 10%, as measured by SYNERGY.

### STRATEGIES TO MEET BEHAVIOR GOALS AND BENCHMARKS

- Strengthen implementation of school-wide PBIS systems in all buildings, developing processes to ensure consistent practices among students, staff, and parents
  - Monitor implementation of PBIS matrix components with efficacy and fidelity in order to examine trends and modify as necessary
- C) **Goal 3: Course/State Exam Performance** – FCS will strengthen the implementation of the K-12 Math and Literacy curriculum and effective use of instructional practices to increase proficiency by at least 10%, as measured by M-Step, MME, and SAT.

### STRATEGIES TO MEET COURSE/STATE EXAM PERFORMANCE GOALS AND BENCHMARKS

- Enhance use of Marzano's high-yield instructional practices, as identified in the FCS Teacher Professional Growth and Evaluation document
  - Fully implement a guaranteed and viable math and literacy curriculum that aligns with the state grade level content standards
- D) **Goal 4: Advisory Council** – FCS will integrate community partnerships through convening an Advisory Council to create a continuum of support from cradle-to-career for Flint students, as measured by attendance at quarterly meetings and the development of a comprehensive, multi-year, multi-partner plan.

# Partnership District Agreement

## June 2018

### STRATEGIES TO MEET COURSE/STATE EXAM PERFORMANCE GOALS AND BENCHMARKS

- develop a plan to engage higher education partners to solidify pathways for college and career readiness.
- create a forum for the district and partners to strategically collaborate on key issues facing the district.
- develop a multi-year, multi-partner plan that continues beyond the 36-month Partnership Agreement to drive towards long-term academic proficiency for all students in the FCS district.

### 5) EIGHTEEN MONTH BENCHMARKS TO BE MET BY FLINT COMMUNITY SCHOOLS:

- 18-Month Benchmark Goal 1:** Student attendance rates will increase to at least 88%, as measured by SYNERGY.
- 18-Month Benchmark Goal 2:** The percentage of out-of-school suspensions will be reduced by 5% as measured by SYNERGY.
- 18-Month Benchmark Goal 3:** Students and teachers will increase the percentage of proficiency by 5%, as measured by the state assessments, M-STEP, MME, SAT.
- 18-Month Benchmark Goal 4:** The Advisory Council will meet quarterly and members will contribute towards the development and implementation of a comprehensive, multi-year, multi-partner plan as measured by participant attendance and completion of a plan outline.

### 6) ANALYSIS OF RELEVANT DATA

- Analysis of Attendance data in mischooldata.org and SYNERGY supports the need for continued investment and focus on creating academic environments that are engaging and supportive of students. (36/18-Month Attendance Goal and Benchmark 5.A.)
- Analysis of Suspension data in SYNERGY supports the need for continued investment and focus on creating supportive educational environments in order to diminish excessive exclusionary practices. (36/18-Month Behavior Goal and Benchmark 5.B.)
- Analysis of M-STEP, SAT, MME, DIBELS, and NWEA data in ELA and Mathematics supports the need for continued focus on the improvement of Tier 1 instruction in core content areas, given the

## **Partnership District Agreement June 2018**

number of students that continue to score below or well below proficiency on summative assessments and screeners. (36/18-Month Academic Growth and Achievement Goal and Benchmark 5.C.)

- D) Analysis of strengths and offerings of community partners supports the need for integrating community partnerships in a manner that strongly connects community goals and supports to district needs.

### **7) STRENGTHS AND CHALLENGES OF Flint Community Schools**

#### **A) Strengths:**

- Flint Community Schools has developed a strong community education strategy to coordinate community partnerships, designed to meet and support the needs of the students, staff, families, and community we serve
- Flint Community Schools has an identified Instructional Leadership Team in each school whose primary role is to lead the school's efforts at improving teaching and learning with an explicit goal of using student performance, growth, and perception data to raise overall student achievement

#### **B) Challenges:**

- Overall student achievement in all Flint Community Schools continues to be a challenge in all core content areas. Most students continue to score well below the expected level of achievement on state assessments

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

#### **A) Attendance:**

- Professional learning in analysis of attendance data and action planning

#### **B) Behavior:**

- Professional learning to strengthen and monitor implementation of PBIS, Restorative Practices, and Trauma-Sensitive Schools

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**C) Course/State Exam Performance:**

- Professional learning in Curriculum Crafter online platform system training
- Professional learning in Marzano's High Yield instructional strategies.

**D) Advisory Council:**

- Professional learning in effective collaboration with dynamic community partners through a trained facilitator.
- Professional learning and facilitation to establish a long-term district plan that remains intact across anticipated leadership changes.

**9) FLINT COMMUNITY SCHOOLS BOARD OF EDUCATION ROLE AND ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:**

- A) Approve resources aligned to the goals, strategic initiatives, and activities included to support the plan for students identified as needing the most support
- B) Support the superintendent and his/her designees with the implementation of the Partnership Agreement.

**10) FLINT COMMUNITY SCHOOLS SUPERINTENDENT OR HIS/HER DESIGNEE ROLE AND ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:**

- A) Provide quarterly updates to the Board of Education regarding the status of the district as relates to the implementation of this Partnership Agreement and the achievement of the goals defined herein.
- B) Meet with MDE and GISD after 18 and 36 months to report on progress of the agreement.

**11) UNION OR EMPLOYEE ACTIONS TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:**

- A) In collaboration with district administration, the leadership of the United Teachers of Flint and Congress of Flint School Administrators will collaboratively work to address any issues related to working conditions and professional learning that should arise as we work to meet the 36-month goals and 18-month benchmarks outlined in this Agreement.

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### **12) GENESEE INTERMEDIATE SCHOOL DISTRICT ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:**

- A) Work collaboratively with the Superintendent or his/her designee of FCS to review the plan, identify barriers to success, and coordinate support needed to implement the plan.

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

- A) An MDE Assigned Partnership Agreement Liaison will serve as primary point-of-contact for MDE to assist District/Schools in coordination of MDE and ISD/Authorizer supports.
  
- B) Work with local Superintendent and staff to ensure the successful implementation of the Partnership Agreement.
  
- C) Assist with the identification of barriers to successful implementation of the Partnership Agreement and eliminate or minimize these barriers.
  
- D) Facilitate discussion and meetings related to the Partnership Agreement when necessary.
  
- E) Participate in regular check-ins with partners to discuss progress towards Partnership Agreement goals.
  
- F) Provide technical assistance to support the successful implementation of Partnership Agreement goals.
  
- G) Provide opportunities for support and resources to the district to help implement the Partnership Agreement, subject to availability of funds.

### **14) STUDENT GOVERNMENT ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:**

- A) Two middle school students and one high school student will be appointed to the MDE Partnership Agreement team to provide feedback.

**15) BUDGET.** Given a wide range of uncertainties, it is difficult to create a 36-month budget. The Flint Community Schools will share year-to-year budget



## **Partnership District Agreement June 2018**

information, including allocations for federal grants, School Improvement Grants, and other relevant budgetary information when available. We will continue to work hard to ensure that funds are being maximized and used strategically in order to accomplish the goals set forth in our District Improvement Plan. From a systemic perspective, the allocation of time, talent, and money is absolutely critical to ensuring that our 36-month goals and 18-month benchmarks are achieved. Resources will be aligned to address the needs identified and prioritized through the Partnership Agreement. Significant support will be provided to Partnership Schools, including coaching supports, professional learning opportunities, MTSS support for Tier I implementation of reading and math, and Tier 2 and Tier 3 intervention resources, etc.

**16) ADDITIONAL PARTNERS:** Flint Community Schools, its local board, Genesee Intermediate School District, and the Michigan Department of Education serve as the primary decision-making bodies in this Agreement. The following entities have been identified and will serve as additional partners in pursuit of achieving the benchmarks and goals defined in this Agreement:

**A) Michigan Department of Education**

- The MDE will help to identify and remove barriers to academic achievement.

**B) Genesee Intermediate School District**

- The GISD will provide technical support and professional development.

**C) Mott Foundation**

- The Mott Foundation will provide a broader community focus and has and will continue to consider support for the identified needs of FCS and its stakeholders including Michigan State University, the Crim Fitness Foundation, and the Genesee Area Focus Fund (YouthQuest).

**D) Michigan State University**

- MSU will provide professional development and technical support to support Partnership Agreement goals.

**E) CRIM FITNESS FOUNDATION**

- CRIM Fitness Foundation will support implementation and coordination of community school strategies.

# Partnership District Agreement

## June 2018

### F) **Concerned Pastors for Social Action**

- Concerned Pastors for Social Action will promote parent engagement and community involvement to support the goals of FCS.

**17) ADDITIONAL SCHOOLS:** The parties agree that other Flint Community Schools may be added and become Partnership Schools subject to this Agreement upon the request of the School District. At the time any additional schools become subject to this Agreement the timeframes and deadlines which apply to the original Partnership School shall apply prospectively to the added schools as if this Agreement had become effective on the date they are added.

**18) PERIOD OF AGREEMENT:** The Agreement shall commence with the beginning of the next school year that begins after all parties have signed the Agreement and will expire three years later. This round of Agreements will begin at the start of the 2018/2019 school year, continue through the 2019/2020 school year, and will expire at the end of the 2020/2021 school year. Flint Community Schools or the Michigan Department of Education may terminate this Agreement early upon delivery of written notice at least 30 days in advance of the prospective termination date. Termination of this Agreement by either 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. If either 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. If the Michigan Department of Education terminates this Agreement, it 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; and furthermore, the Michigan Department of Education shall be held harmless by any other Party from legal actions brought by third parties, including participating schools or their students occasioned by such termination. **Agree**

### **19) NEXT LEVEL ACCOUNTABILITY MEASURES:**

- A) If the district fails to sign this agreement within 90 days, the District shall implement one of the following Next Level of Accountability Measures:
- Close and Reconstitute
  - Engage an ISD to assume control of the school(s)
  - Closur

## **Partnership District Agreement June 2018**

- B) If the district fails to sign this agreement within 90 days, and 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 district fails to meet the 18-month benchmark(s), the district will impose the following mutually agreed upon measures:
- Close and Reconstitute
  - Engage an ISD to assume control of the school(s)
  - Closure
- D) If the district fails to meet the 18-month benchmark(s), and 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 district fails to meet the 36-month goal(s), the district will impose the following mutually agreed upon measures:
- Close and Reconstitute
  - Engage an ISD to assume control of the school(s)
  - Closure
- F) If the district fails to meet the 36-month goal(s), and 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.

Nothing in this Agreement shall prevent the district from exercising the applicable legal and appropriate rights if it does not agree with the next level of accountability. **Agree**

**20) COMMUNITY ENGAGEMENT:** The following actions will be completed by Flint Community Schools, the Board of Education, and Partners to ensure that the school/district community is meaningfully engaged in the implementation of this Partnership Agreement:

- A) Flint Community Schools Board meeting updates
- B) Flint Community Schools Annual Newsletter with an update regarding Partnership Agreement progress

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- C) Period updates on the Flint Community Schools website and other social media outlets
- D) Period updates provided at the Title 1 City-Wide Parent Advisory Meetings

**21) CHECKLIST OF ACTIONS:** The following actions will be completed by Flint Community Schools the Superintendent or his/her designee, the Board of Education, and Partners as specified below:

- A) By November 1st of each academic year, over the course of this agreement, the district will create an implementation plan to ensure that all components of the Partnership Agreement are placed into a comprehensive document that delineates the tasks, timeline, person(s) responsible, and progress notes.
  
- B) By November 1, 2018, the district will determine quarterly 2018 and 2019 meeting dates for progress monitoring of the components of this Partnership Agreement through the analysis of academic, behavior, attendance, and adult practice data.

**22) FUTURE MEETING DATES:** Flint Community Schools and the Michigan Department of Education establish monthly meetings (per Louretta Cunningham-Powell) in order to engage in collaborative discussion, gauge implementation progress, identify barriers, and discuss relevant issues regarding this Agreement:

- A) Flint Community Schools and Office of Partnership Districts (OPD) will establish a mutually agreed-upon 9-month informal progress review meeting date (April 2019) to engage in collaborative discussions, gauge progress of systemic changes/improvements, and evidence of academic progress if available.
  
- B) Flint Community Schools and OPD will establish a mutually agreed-upon 18-month formal progress review meeting date to engage in collaborative discussions, review relevant academic progress towards stated academic goals and implementation of systemic changes/improvements.
  
- C) Flint Community Schools and OPD will establish a mutually agreed-upon 27-month informal progress review meeting date to engage in

## **Partnership District Agreement June 2018**

collaborative discussions, gauge progress of systemic changes/improvements, and evidence of academic progress if available.

D) Flint Community Schools and OPD will establish a mutually agreed-upon 36-month formal progress review meeting date to engage in collaborative discussions, review relevant academic progress towards stated Partnership Agreement goals.

**23) AMENDMENTS:** This Agreement shall not be modified, altered or amended except by written agreement duly executed by all parties to this Agreement in accordance with the terms hereof.

**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) SEVERABILITY:** 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 only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**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.

## **Partnership District Agreement June 2018**

**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 as 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 facsimile transmission, courier delivery service or by 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 mails, 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 School District:  
Flint Community Schools  
923 E. Kearsley Street  
Flint, MI 48503  
Attn: Gregory Weatherspoon, Interim Superintendent  
Shelly Umphrey, Assistant Superintendent  
Diana Wright, President, Board of Education
  
- ii) If to ISD/Authorizer:  
Dr. Lisa Hagel  
2413 W. Maple Ave.  
Flint, MI 48507-3493
  
- iii) If to Michigan Department of Education:  
608 W. Allegan Street  
P.O. Box 30008  
Lansing, MI 48909  
Attn: Superintendent Sheila Ailes

## **Partnership District Agreement June 2018**

- 32) INVALIDITY AND PROVISION:** The invalidity of any article, section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions hereof which remain valid and be enforced to the fullest extent permitted by law.
- 33) COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute one and the same instrument.
- 34) ENTIRE AGREEMENT:** This Agreement, including the exhibits hereto (which are incorporated herein by reference), embodies the entire Agreement and understanding between the parties as to the matters addressed in this Agreement and supersedes all prior agreements and understandings relating to the subject matter hereof. In consideration for the foregoing mutual agreements, this Agreement has been executed by each party by its duly authorized representative, as of the date hereinabove written.

**Partnership District Agreement  
June 2018**

**Partnership Agreement Signatures**

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

**Michigan Department of Education, Superintendent (or Designee)**

By: Sheila A. Allen

Name: Sheila A. Allen

Title: Interim State Superintendent

Date: 7-2-18

**Michigan Department of Education, State School Reform Officer**

By: Dedrick Martin

Name: Dedrick Martin

Title: Dir. of P.D. / SR O

Date: 6-28-18

**Flint Community Schools, Superintendent (or his/her Designee)**

By: Gregory Weatherspoon

Name: Gregory Weatherspoon

Title: Interim Superintendent

Date: June 28, 2018

**Flint Community Schools, Board of Education President**

By: Diana Wright

Name: Diana Wright

Title: Flint Community School Board President

Date: June 28, 2018



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**Genesee Intermediate School District, Superintendent (or Designee)**

By: Cindy A. Gansen

Name: Cindy A. Gansen

Title: Board of Education President

Date: 6/28/18

**Mott Foundation, Designee**

By: \_\_\_\_\_

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

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

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

**Michigan State University, Designee**

By: Bryan Beverly

Name: Bryan Beverly

Title: Acting Director, Office of K-12 Outreach

Date: 6/28/18

**CRIM Fitness Foundation, Designee**

By: \_\_\_\_\_

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

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

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

**Partnership District Agreement  
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**Concerned Pastors for Social Action, Designee**

By: \_\_\_\_\_

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

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

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

# Partnership District Agreement

## June 2018

### **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.**

**Partnership District Agreement  
June 2018**

**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>	\$17,644,139.00	\$12,588,415.00	\$17,623,920.00	\$1,616,112.00	\$1,297,399.00	\$8,872,168.00	\$59,642,152.00
<b>2</b>	TBD	TBD	TBD	TBD	TBD	TBD	TBD
<b>3</b>	TBD	TBD	TBD	TBD	TBD	TBD	TBD
<b>GRAND TOTAL</b>							



**AMENDMENT**  
**to the**  
**Flint Community Schools Partnership Agreement**  
**Updates without tracking changes**

**Flint Community Schools (FCS) Partnership Agreement**

THIS PARTNERSHIP AGREEMENT AMENDMENT is entered on September 16, 2019 between the Michigan Department of Education (MDE), the Office of Partnership Districts (OPD), the Genesee Intermediate School District (GISD) and:

**Flint Community Schools**  
**923 E. Kearsley Street**  
**Flint, MI 48503**  
**Dr. Derrick Lopez, Superintendent**  
**Anita Steward, Assistant Superintendent**  
**Polly Siecinski, Executive Director of District Accountability and School Performance**  
**Diana Wright, Board President**

The above-named agree that upon the commencement date of this partnership, they shall be deemed to have become partners in meeting the mutually agreed upon goals and outcomes for the schools named in this document. The purposes, terms and conditions of this partnership are as follows:

- 4) PURPOSE OF THIS AGREEMENT:** To work collaboratively in setting 18-month benchmarks and 36-month outcome goals with intent to significantly increase student achievement in the schools named in this agreement; and to determine the next level of accountability should this agreement not be completed within 90 days, or should the 18-month benchmark(s) or 36-month goal(s) not be met by the district.

The Partnership Model is focused on improving student academic achievement, providing state and local supports and resources, and requiring accountability to attaining the goals and benchmarks agreed upon by the school district and partners. Although the Partnership Model allows the school district a broad spectrum of technical expertise and support to drive improvement and self-accountability, the chronically failing school(s) identified in this Partnership Agreement are still subject to provisions of the Office of Partnership Districts (OPD). State law requires the State Superintendent to and the Office of Partnership Districts (OPD) to carry out the statutory

responsibilities of the law in the event the school district does not reach the 18-month or 36-month goals sets forth in this Partnership Agreement.

Michigan law requires the superintendent of public instruction to publish a list identifying the public schools in this state that the department has determined to be among the lowest achieving 5% of all public schools in this state. The Schools subject to this agreement are either identified as Comprehensive Support and Improvement (CSI) Schools, or are electively added to this agreement per the request of Flint Community Schools.

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 in Flint Community Schools for its/their academic improvement.

**5) TERMS AND CONDITIONS:** Flint Community Schools retains control of the schools named in this Agreement. The Michigan Department of Education and the partners named in this Agreement will provide mutually agreed upon support to meet the benchmarks and goals defined below.

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

- A) ALA at the Scott Campus
- B) Brownell STEM Academy
- C) Doyle Ryder
- D) Durant-Tuuri-Mott
- E) Eisenhower
- F) Freeman
- G) Holmes STEM Academy
- H) Neithercut
- I) Pierce
- J) Potter
- K) Flint Junior High School at the Northwestern Campus
- L) Southwestern

**7) THIRTY-SIX MONTH GOALS TO BE MET BY FLINT COMMUNITY SCHOOLS:**

A.1) Goal Area 1 - Attendance Outcome Goal: Student attendance will increase to 90% or better from 2017 to 2021 as measure by SYNERGY report ATD601 in the following categories:

1. The average student monthly attendance for 90% of FCS buildings will be at or above 90% by 2021 as measured by SYNERGY report ATD601.
2. The percentage of students with more than ten (10) days of absence per year will decrease by 10% from 2017 to 2021 as measured by SYNERGY reports.

A.2) Focus Area 1 - Attendance Process Goal:

1. FCS will implement an attendance support system with 90% fidelity as measured by the district developed support team fidelity tool.

A.3) Focus Area 1 - STRATEGIES TO MEET ATTENDANCE GOALS AND BENCHMARKS

- Analyze attendance data at least monthly to identify trends, problem solve and involve relevant stakeholders in creative solutions
- Develop Attendance Support System in partnership with CEI (Crim)
- Fund at least one (1) Attendance Agent per building through grants: Title I, 31(a), and 21(h)
- Monitor implementation of Attendance Support System via district developed support system fidelity tool
- Align yearly District Improvement Plan

B.1) Focus Area 2 - Behavior Outcome Goals:

1. District-wide, the percentage of student out-of-school suspension incidents will be reduced by 10% from 2017 to 2021 as measured by SYNERGY reports and data analysis support from partners MSU K-12 Outreach.
2. District-wide, percentage of unique students receiving out-of-school suspensions will be reduced by 10% from 2017 to 2021 as measured by SYNERGY reports and data analysis support from partners MSU K-12 Outreach.

B.2) Focus Area 2 - Behavior Process Goals:

1. FCS will implement culture and climate wrap-around services teams with 90% fidelity as measured by the support team implementation fidelity tool.

B.3) Focus Area 2: STRATEGIES TO MEET BEHAVIOR GOALS AND BENCHMARKS

- Strengthen implementation of school-wide PSIS systems in all buildings, developing processes to ensure consistent practices among students, staff, and parents
- Monitor implementation of PSIS matrix components with efficacy and fidelity in order to examine trends and modify as necessary
- Convene district wide Wrap-Around Services Teams to identify best practices, barriers, and problem solve
- Launch training for relational capacity building via *Capturing Kids' Hearts*



- Continue to provide innovative training around brain science, impact of poverty on achievement, trauma sensitive training, restorative practices, mindfulness, and other District Improvement Plan aligned activities

C.1) Focus Area 3 - Outcome Goals: Increase student proficiency as measured in the following outcome goals:

1. Students in grades 3-6 will increase the combined percentage of proficient and advanced rating by 10% from Spring 2018 to Spring 2021 as measured by the M-STEP Reading/ELA assessment.
2. Students in grades 3-6 will increase the combined percentage of proficient and advanced rating by 10% from Spring 2018 to Spring 2021 as measured by the M-STEP Mathematics assessment.
3. Students in grades 7-8 will increase the combined percentage of proficient and advanced rating by 10% from Spring 2018 to Spring 2021 as measured by the M-STEP Reading/ELA and/or PSAT 8/9 or Reading/EBR assessment.
4. Students in grades 7-8 will increase the combined percentage of proficient and advanced rating by 10% from Spring 2018 to Spring 2021 as measured by the M-STEP Mathematics and/or PSAT 8/9 or Mathematics assessment.
5. Students in grades 9-11 will increase the combined percentage of proficient and advanced rating by 10% from Spring 2018 to Spring 2021 as measured by the ELA/EBRW section of the SAT, PSAT 10, and PSAT 8/9 assessment.
6. Students in grades 9-11 will increase the combined percentage of proficient and advanced rating by 10% from Spring 2018 to Spring 2021 as measured by the Math Section of the SAT, PSAT 10, and PSAT 8/9 assessment.
7. Students in grades 3-6 will decrease the percentage of not proficient by 10% from Spring 2018 to Spring 2021 as measured by the M-STEP Reading/ELA assessment.
8. Students in grades 3-6 will decrease the percentage of not proficient and advanced rating by 10% from Spring 2018 to Spring 2021 as measured by the M-STEP Mathematics assessment.
9. Students in grades 7-8 will decrease the percentage of not proficient rating by 10% from Spring 2018 to Spring 2021 as measured by the M-STEP Reading/ELA and/or PSAT 8/9 or Reading/EBR assessment.
10. Students in grades 7-8 will decrease the percentage of not proficient rating by 10% from Spring 2018 to Spring 2021 as

measured by the M-STEP Mathematics and/or PSAT 8/9 or Mathematics assessment.

11. Students in grades 9-11 will decrease the percentage of not proficient rating by 10% from Spring 2018 to Spring 2021 as measured by the ELA/EBRW section of the SAT, PSAT 10, and PSAT 8/9 assessment.
12. Students in grades 9-11 will decrease the percentage of not proficient rating by 10% from Spring 2018 to Spring 2021 as measured by the Math section of the SAT, PSAT 10, and PSAT 8/9 assessment.

C.2) Focus Area 3 - Process Goals: FCS educational staff will strengthen the implementation of K-12 math and literacy curriculum and instructional practices.

1. Ninety percent (90%) of staff will implement the district curriculum with fidelity as measured by the curriculum fidelity instrument.
2. Ninety percent (90%) of staff will exhibit growth incorporating district literacy focus areas of formative assessment, cognitive engagement in the curriculum, and student voice/oral language as measured by the learning walk protocol.
3. Develop ~~Implement a guaranteed and~~ viable math and literacy curriculum that aligns with the state grade level content standards as measured by the Flint Curriculum Webby.

C.3) Focus Area 3 - STRATEGIES TO MEET COURSE/STATE EXAM PERFORMANCE GOALS AND BENCHMARKS

- Enhance use of Marzano's high-yield instructional practices, as identified in the FCS Teacher Professional Growth and Evaluation document
- ~~Fully~~ Implement a ~~guaranteed and~~ viable math and literacy curriculum that aligns with the state grade level content standards
- Alignment with the yearly District Improvement Plan strategies
- Professional learning opportunities both embedded and out of classroom time focusing on Formative Assessment, Cognitive Engagement in the District Curriculum, and Student Voice/Oral Language
- Professional learning opportunities, both embedded and out of classroom time, to support Essential Literacy Practices
- Professional Learning Communities within each building to deepen integration of new learning among collegial teams

D.1) Focus Area 4 - Advisory Council Outcome Goal

1. The FCS Partnership Advisory Council will meet four times per year with average partner attendance rates of 75% or more as measured by Meeting Agendas and Sign-in Sheets.

D.2) Focus Area 4 - Advisory Council Process Goal

1. The FCS Partnership Advisory Council will collaborate and identify and define the components that would create a continuum of support from cradle-to-career for Flint Students as measured by the creation of a document containing the product of this work.
2. The FCS Partnership Advisory Council will collaborate to create comprehensive, multi-year, multi-partner plan.

D.3) Focus Area 4 - STRATEGIES TO MEET Advisory Council GOALS AND BENCHMARKS

- develop a plan to engage higher education partners to solidify pathways for college and career readiness.
- create a forum for the district and partners to strategically collaborate on key issues facing the district.
- develop a multi-year, multi-partner plan that continues beyond the 36-month Partnership Agreement to drive towards long term academic proficiency for all students in the FCS district.

**5) EIGHTEEN MONTH BENCHMARKS TO BE MET BY FLINT COMMUNITY SCHOOLS:**

A.1) Focus Area 1 - Non-Academic Outcome Benchmark: Student attendance will increase to 88% or better from 2017 to 2019 as measure by SYNERGY report ATD601 in the following categories:

1. The average student monthly attendance for 80% of FCS buildings will be at or above 88% by the end of 2019 as measured by SYNERGY report ATD601.
2. The percentage of students with more than ten (10) days of absence per year will decrease by 5% from 2017 to December 30, 2019 as measured by SYNERGY reports.

A.2) Focus Area 1 - Non-Academic Attendance Process Benchmark:

1. FCS in partnership with CEI/Crim will develop an Attendance Support System Flowchart.
2. FCS in partnership with CEI/Crim will train attendance agents and building teams to begin using the Attendance Support System Flowchart for Attendance Team Meetings.
3. FCS will develop a support team implementation fidelity tool.
4. FCS will implement an attendance support system with 70% fidelity as measure by the district developed support team implementation fidelity tool by the end of January 2020.

B.1) Focus Area 2 - Non-Academic Behavior Outcome Goals:

1. District wide the number of out-of-school suspension incidents will be reduced by 5% from 2017 to 2019 as measured by SYNERGY reports and data analysis support from partners MSU K-12 Outreach.
2. District wide the number of students receiving out-of-school suspensions will be reduced by 5% from 2017 to 2019 as measured by SYNERGY reports and data analysis support from partners MSU K-12 Outreach.

B.2) Focus Area 2 - Non-Academic Behavior Process Goals:

2. FCS will begin to implement culture and climate training and supports as fidelity as measure by the support team implementation fidelity tool.

C.1) Focus Area 3: Academic State Exam Proficiency Outcome Benchmarks:

1. Students in grades 3-6 will increase the combined percentage of proficient and advanced rating by 5% from Spring 2018 to Spring 2021 as measured by the M-STEP Reading/ELA assessment.
2. Students in grades 3-6 will increase the combined percentage of proficient and advanced rating by 5% from Spring 2018 to Spring 2021 as measured by the M-STEP Mathematics assessment.
3. Students in grades 7-8 will increase the combined percentage of proficient and advanced rating by 5% from Spring 2018 to Spring 2021 as measured by the M-STEP Reading/ELA and/or PSAT 8/9 or Reading/EBR assessment.
4. Students in grades 7-8 will increase the combined percentage of proficient and advanced rating by 5% from Spring 2018 to Spring 2021 as measured by the M-STEP Mathematics and/or PSAT 8/9 or Mathematics assessment.
5. Students in grades 9-11 will increase the combined percentage of proficient and advanced rating by 5% from Spring 2018 to Spring 2021 as measured by the ELA/EBRW section of the SAT, PSAT 10, and PSAT 8/9 assessment.
6. Students in grades 9-11 will increase the combined percentage of proficient and advanced rating by 5% from Spring 2018 to Spring 2021 as measured by the Math section of the SAT, PSAT 10, and PSAT 8/9 assessment.
7. Students in grades 3-6 will decrease the percentage of not proficient by 5% from Spring 2018 to Spring 2021 as measured by the M-STEP Reading/ELA assessment.
8. Students in grades 3-6 will decrease the percentage of not proficient and advanced rating by 5% from Spring 2018 to

Spring 2021 as measured by the M-STEP Mathematics assessment.

9. Students in grades 7-8 will decrease the percentage of not proficient rating by 5% from Spring 2018 to Spring 2021 as measured by the M-STEP Reading/ELA and/or PSAT 8/9 or Reading/EBR assessment.
10. Students in grades 7-8 will decrease the percentage of not proficient rating by 5% from Spring 2018 to Spring 2021 as measured by the M-STEP Mathematics and/or PSAT 8/9 or Mathematics assessment.
11. Students in grades 9-11 will decrease the percentage of not proficient rating by 5% from Spring 2018 to Spring 2021 as measured by the ELA/EBRW section of the SAT, PSAT 10, and PSAT 8/9 assessment.
12. Students in grades 9-11 will decrease the percentage of not proficient rating by 5% from Spring 2018 to Spring 2021 as measured by the Math section of the SAT, PSAT 10, and PSAT 8/9 assessment.

C.2) Focus Area 3 - Academic Proficiency Process Benchmarks:

1. Seventy percent (70%) of staff will implement the district curriculum with fidelity as measured by the curriculum fidelity instrument.
2. Seventy percent (70%) of staff will exhibit growth incorporating district literacy focus areas of formative assessment, cognitive engagement in the curriculum, and student voice/oral language as measured by the learning walk protocol.

D.1) Focus Area 4 - Non-Academic Advisory Council Outcome Goal

1. The FCS Partnership Advisory Council will meet four times per year with average partner attendance rates of 75% or more as measured by Meeting Agendas and Sign-in Sheets.
2. The new FCS administrative team will establish regular meeting schedules with partners (MDE, GISD, Mott, Crim, MSU) to build relational capacity to increase collaboration as measured by shared meetings on calendars and agendas.

E.1) Focus Area 5 - Non-Academic Process Benchmarks: District Systems restructured and provide improved delivery of services and educational environments for staff and students as measured by the completion of following areas of work:

1. Adoption of District-Wide Balance Calendar to meet a MDE Ten in Ten Strategy.
2. Establish new District Administrative Infrastructure: Academic Department, Accountability Department, return of in-house

- Finance Department, Human Resources Department, Stability in Building Administrator placements, and teacher placements
3. Restructure of K-6 School Campuses: Brownell (K-2) and Holmes (3-6) Campus, Doyle-Ryder, Durant-Tuuri-Mott, Eisenhower, Freeman, Neithercut, Pierce, Potter
  4. Establish new Flint Junior High School at the Northwestern Campus to include: The Algebra Project, Project Based Learning, One-to-One Computing
  5. Re-establish the Southwestern Classical Academy as a grades 9-12 campus and maintaining the grade structure and continuity of services for grades 7-12 serviced at Accelerated Learning Academy which moved to the Scott Campus
  6. Infrastructure Investments: Water Station Design and Testing (Installation through the end of 2019), Self-Funded Renewal for 8 facilities, Seeking Part 2 of Self-Funded renewal for Air-conditioning from State of Michigan
  7. Ratify collective bargaining Agreement with United Teachers of Flint
  8. Develop Deficit Elimination Plan

## **7) ANALYSIS OF RELEVANT DATA**

- A) Analysis of Attendance data in mischooldata.org and SYNERGY supports the need for continued investment and focus on creating academic environments that are engaging and supportive of students. (36/18-Month Attendance Goal and Benchmark 5.A.)
- B) Analysis of Suspension data in SYNERGY supports the need for continued investment and focus on creating supportive educational environments in order to diminish excessive exclusionary practices. (36/ 18-Month Behavior Goal and Benchmark 5.B.)
- C) Analysis of M-STEP, SAT, MME, DIBELS, and NWEA data in ELA and Mathematics supports the need for continued focus on the improvement of Tier 1 instruction in core content areas, given the number of students that continue to score below or well below proficiency on summative assessments and screeners. (36/ 18-Mont h Academic Growth and Achievement Goal and Benchmark 5.C.)
- D) Analysis of strengths and offerings of community partners supports the need for integrating community partnerships in a

manner that strongly connects community goals and supports to district needs.

## 8) STRENGTHS AND CHALLENGES OF Flint Community Schools

### A) Strengths:

- Flint Community Schools has developed a strong community education strategy to coordinate community partnerships, designed to meet and support the needs of the students, staff, families, and community we serve
- Flint Community Schools has an identified Instructional Leadership Team in each school whose primary role is to lead the school's efforts at improving teaching and learning with an explicit goal of using student performance, growth, and perception data to raise overall student achievement

### B) Challenges:

- Overall student achievement in all Flint Community Schools continues to be a challenge in all core content areas. Most students continue to score well below the expected level of achievement on state assessments

## 11) PROFESSIONAL LEARNING NEEDED TO MEET GOALS AND/OR BENCHMARKS:

### a. Attendance:

- Professional learning in analysis of attendance data and action planning
- Other activities aligned with the yearly District Improvement Plan

### b. Behavior :

- *Professional learning to strengthen and monitor implementation of PBIS, Restorative Practices, and Trauma-Sensitive Schools*
- Professional learning to increase relational capacity of staff and students through *Capturing Kids Hearts* training.
- Sustained implementation and monitoring of *Capturing Kids Hearts* principles supported by *Campus TrAction* visits, *CKH District-wide Recharge*, *Capturing Kids Hearts 2*, and piloting *LeadWorthy* curriculum at Flint Junior High School and Accelerated Learning Academy

- Other activities aligned with the yearly District Improvement Plan
- Professional learning in Whole School, Whole Child, Whole Community
- Wrap Around Services District-Wide meetings

c. Course/State Exam Performance:

- Professional learning in ~~Curriculum Crafter online platform system training~~ for instructional staff utilizing the FCS Curriculum Weebly
- Professional learning in Marzano's High Yield instructional strategies.
- Professional learning in Project Lead the Way
- Professional learning in the Algebra Project
- Professional learning in the Math Literacy Initiative
- Professional learning in Math Recovery
- Professional learning in ST Math software for math intervention
- Professional learning in Success For All for reading intervention
- Other activities aligned with the yearly District Improvement Plan

d. Advisory Council:

- Professional learning in effective collaboration with dynamic community partners through a trained facilitator.
- Professional learning and facilitation to establish a long-term district plan that remains intact across anticipated leadership changes.

e. Board of Education:

- MASB Board Training as approved by the Board of Education, December 2018, funded in a grant from the C.S. Mott Foundation
- *Capturing Kids' Hearts* special Board of Education level training, half day to be scheduled, as part of the building relational capacity for all stakeholders in the district

**9) FLINT COMMUNITY SCHOOLS BOARD OF EDUCATION ROLE AND ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:**

- A) Approve resources aligned to the goals, strategic initiatives, and activities included to support the plan for students identified as needing the most support
- B) Support the superintendent and his/her designees with the implementation of the Partnership Agreement.



**10) FLINT COMMUNITY SCHOOLS SUPERINTENDENT OR HIS/HER DESIGNEE ROLE AND ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:**

- A) Provide quarterly updates to the Board of Education regarding the status of the district as relates to the implementation of this Partnership Agreement and the achievement of the goals defined herein.
- B) Meet with MDE and GISD after 18 and 36 months to report on progress of the agreement.

**11) UNION OR EMPLOYEE ACTIONS TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:**

- A) In collaboration with district administration, the leadership of the United Teachers of Flint and Congress of Flint School Administrators will collaboratively work to address any issues related to working conditions and professional learning that should arise as we work to meet the 36-month goals and 18-month benchmarks outlined in this Agreement.

**12) GENESEE INTERMEDIATE SCHOOL DISTRICT ACTION TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:**

- A) Work collaboratively with the Superintendent or his/her designee of FCS to review the plan, identify barriers to success, and coordinate support needed to implement the plan.

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

- A) An MDE Assigned Partnership Agreement Liaison will serve as primary point-of-contact for MDE to assist District/Schools in coordination of MDE and ISO/Authorizer supports.
- B) Work with local Superintendent and staff to ensure the successful implementation of the Partnership Agreement.
- C) Assist with the identification of barriers to successful implementation of the Partnership Agreement and eliminate or minimize these barriers.
- D) Facilitate discussion and meetings related to the Partnership Agreement when necessary.

- E) Participate in regular check-ins with partners to discuss progress towards Partnership Agreement goals.
- F) Provide technical assistance to support the successful implementation of Partnership Agreement goals.
- G) Provide opportunities for support and resources to the district to help implement the Partnership Agreement, subject to availability of funds.

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

- A) Two middle school students from Flint Junior High School and two high school students from each high school campus will be appointed to the MDE Partnership Agreement Team to provide feedback that will be shared with the Board of Education and Partnership Advisory Council at the quarterly meetings/update reports beginning 2019-2020.

**15) BUDGET.** Given a wide range of uncertainties, it is difficult to create a 36-month budget. The Flint Community Schools will share year-to-year budget information, including allocations for federal grants, School Improvement Grants, and other relevant budgetary information when available. We will continue to work hard to ensure that funds are being maximized and used strategically in order to accomplish the goals set forth in our District Improvement Plan. From a systemic perspective, the allocation of time, talent, and money is absolutely critical to ensuring that our 36-month goals and 18-month benchmarks are achieved. Resources will be aligned to address the needs identified and prioritized through the Partnership Agreement. Significant support will be provided to Partnership Schools, including coaching supports, professional learning opportunities, MTSS support for Tier I implementation of reading and math, and Tier 2 and Tier 3 intervention resources, etc.

**16) ADDITIONAL PARTNERS:** Flint Community Schools, its local board, Genesee Intermediate School District, and the Michigan Department of Education serve as the primary decision-making bodies in this Agreement. The following entities have been identified and will serve as additional partners in pursuit of achieving the benchmarks and goals defined in this Agreement:

- A) Michigan Department of Education**

- 1) The MDE will help to identify and remove barriers to academic achievement.

**B) Genesee Intermediate School District**

- 1) The GISD will provide technical support and professional development.

**C) Mott Foundation**

- 1) The Mott Foundation will provide a broader community focus and has and will continue to consider support for the identified needs of FCS and its stakeholders including Michigan State University, the Crim Fitness Foundation, and the Genesee Area Focus Fund (YouthQuest).

**D) Michigan State University**

- 1) MSU will provide professional development and technical support to support Partnership Agreement goals.

**E) CRIM FITNESS FOUNDATION**

- 1) CRIM Fitness Foundation will support implementation and coordination of community school strategies.

**17) ADDITIONAL SCHOOLS:** The parties agree that other Flint Community Schools may be added and become Partnership Schools subject to this Agreement upon the request of the School District. At the time any additional schools become subject to this Agreement the timeframes and deadlines which apply to the original Partnership School shall apply prospectively to the added schools as if this Agreement had become effective on the date they are added.

**18) PERIOD OF AGREEMENT:** The Agreement shall commence with the beginning of the next school year that begins after all parties have signed the Agreement and will expire three years later. This round of Agreements will begin at the start of the 2018/2019 school year, continue through the 2019/2020 school year, and will expire at the end of the 2020/2021 school year. Flint Community Schools or the Michigan Department of Education may terminate this Agreement early upon delivery of written notice at least 30 days in advance of the prospective termination date. Termination of this Agreement by either 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. If

either 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. If the Michigan Department of Education terminates this Agreement, it 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; and furthermore, the Michigan Department of Education shall be held harmless by any other Party from legal actions brought by third parties, including participating schools or their students occasioned by such termination. **Agree**

**19) NEXT LEVEL ACCOUNTABILITY MEASURES:**

- A) If the district fails to sign this agreement within 90 days, the District may implement one of the following Next Level of Accountability Measures as defined in section 19.C
  - 1) Reconstitute
  - 2) Engage an ISD to assume control of the school(s)
  - 3) Closure
  
- B) If the district fails to sign this agreement within 90 days, and fails to implement one of the Next Level of Accountability Measures defined in subsection A, within 45 days of being notified by the OPD, will implement one of the Next Level of Accountability Measures defined in subsection A
  
- C) If the district substantially fails to meet the 18-month benchmark(s), the district may impose the following mutually agreed upon measures in partnership with MDE Office of Partnership Districts and the assigned Partnership Agreement Liaison:
  - 1) Review and address factors that may adversely affect plan implementation, which may include:
    - 1. a) Personnel assignments
    - 2. b) Leadership assignments
    - 3. c) Reform model selection
  - 2) Reconstitute
  - 3) Engage an ISD to assume control of the school(s)
  - 4) Closure
  
- D) If the district substantially fails to meet the 18-month benchmark(s), and fails to develop a plan and timeline to implement one of the Next Level of Accountability Measures

defined in subsection C, within 45 days of being notified by the, OPD may implement one of the Next Level of Accountability Measures defined in subsection C.

E) If the district fails to substantially meet the 36-month goal(s), the district may impose the following mutually agreed upon measures:

**1) Review and address factors that may adversely affect plan implementation, which may include:**

- 1. a) Personnel assignments**
- 2. b) Leadership assignments**
- 3. c) Reform model selection**

2) Reconstitute

3) Engage an ISD to assume control of the school(s)

4) Closure

F) If the district fails to meet the 36-month goal(s), and fails to implement one of the Next Level of Accountability Measures defined in subsection E, within 45 days of being notified by OPD may implement one of the Next Level of Accountability Measures defined in subsection E.

Nothing in this Agreement shall prevent the district from exercising the applicable legal and appropriate rights if it does not agree with the next level of accountability.

**20) COMMUNITY ENGAGEMENT:** The following actions will be completed by Flint Community Schools, the Board of Education, and Partners to ensure that the school/district community is meaningfully engaged in the implementation of this Partnership Agreement:

A) Flint Community Schools Board meeting updates

B) Flint Community Schools Annual Newsletter with an update regarding Partnership Agreement progress

C) Period updates on the Flint Community Schools website and other social media outlets

D) Period updates provided at the Title 1 City-Wide Parent Advisory Meetings

**21) CHECKLIST OF ACTIONS:** The following actions will be completed by Flint Community Schools the Superintendent or his/her designee, the Board of Education, and Partners as specified below:

- A) By November 1st of each academic year, over the course of this agreement, the district will create an implementation plan to ensure that all components of the Partnership Agreement are placed into a comprehensive document that delineates the tasks, timeline, person(s) responsible, and progress notes.
- B) By November 1, 2018, the district will determine quarterly 2018 and 2019 meeting dates for progress monitoring of the components of this Partnership Agreement through the analysis of academic, behavior, attendance, and adult practice data.

**22) FUTURE MEETING DATES:** Flint Community Schools and the Michigan Department of Education establish monthly meetings (in order to engage in collaborative discussion, gauge implementation progress, identify barriers, and discuss relevant issues regarding this Agreement:

- A) Flint Community Schools and Office of Partnership Districts (OPD) will establish a mutually agreed-upon 9-month informal progress review meeting date (April 2019) to engage in collaborative discussions, gauge progress of systemic changes/improvements, and evidence of academic progress if available.
- B) Flint Community Schools and OPD will establish a mutually agreed-upon 18-month formal progress review meeting date to engage in collaborative discussions, review relevant academic progress towards stated academic goals and implementation of systemic changes/improvements.
- C) Flint Community Schools and OPD will establish a mutually agreed-upon 27-month informal progress review meeting date to engage in collaborative discussions, gauge progress of systemic changes/improvements, and evidence of academic progress if available.
- D) Flint Community Schools and OPD will establish a mutually agreed-upon 36-month formal progress review meeting date to engage in collaborative discussions, review relevant academic progress towards stated Partnership Agreement goals.

**23) AMENDMENTS:** This Agreement shall not be modified, altered or amended except by written agreement duly executed by all parties to this Agreement in accordance with the terms hereof.

- 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) SEVERABILITY:** 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 only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- 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 as 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 facsimile transmission, courier delivery service or by 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 mails, 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 School District:  
Flint Community Schools  
923 E. Kearsley Street  
Flint, MI 48503  
Attn:  
Derrick Lopez, Superintendent  
Anita Stewart, Assistant Superintendent  
Polly Siecinski, Executive Director of District  
Accountability and School Performance  
Diana Wright, President, Board of Education
- ii) If to ISD/Authorizer:  
Dr. Lisa Hagel  
2413 W. Maple Ave.  
Flint, MI 48507-3493
- iii) If to Michigan Department of Education:  
608 W. Allegan Street  
P.O. Box 30008  
Lansing, MI 48909  
Attn: Superintendent Michael Rice

**32) INVALIDITY AND PROVISION:** The invalidity of any article, section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions hereof which remain valid and be enforced to the fullest extent permitted by law.

**33) COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute one and the same instrument.



**34) ENTIRE AGREEMENT:** This Agreement, including the exhibits hereto (which are incorporated herein by reference), embodies the entire Agreement and understanding between the parties as to the matters addressed in this Agreement and supersedes all prior agreements and understandings relating to the subject matter hereof. In consideration for the foregoing mutual agreements, this Agreement has been executed by each party by its duly authorized representative, as of the date hereinabove written.

Partnership Agreement Signatures

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

**Michigan Department of Education, Superintendent (or Designee)**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Michigan Department of Education, ~~State School Reform Officer~~  
Director, Office of Partnership Districts**

By: William Pearson  
Name: \_\_\_\_\_  
Title: OPID Director  
Date: 10-28-19


**Flint Community Schools, Superintendent (or his/her Designee)**

By: [Signature]  
Name: Derrick Jones Lopez, Ph.D.  
Title: Superintendent  
Date: October 12, 2019

**Flint Community Schools, Board of Education President**

By: Diana Wright  
Name: Diana Wright  
Title: Board President  
Date: October 14, 2019

**Genesee Intermediate School District, Superintendent (or Designee)**

By: 

Name: Dr. Lisa A. Hagel

Title: Superintendent

Date: October 9, 2019

**Mott Foundation, Designee**

By: \_\_\_\_\_

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

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

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

**Michigan State University, Designee**

By: \_\_\_\_\_

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

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

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

**CRIM Fitness Foundation, Designee**

By: \_\_\_\_\_

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

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

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

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**Concerned Pastors for Social Action, Designee**