

Benton Harbor Area Schools District Partnership Agreement

THIS PARTNERSHIP AGREEMENT is entered on <date> between the Michigan Department of Education (MDE), on behalf of the State of Michigan, located at 608 West Allegan Street, Lansing, Michigan 48933 and the State School Reform/Redesign Office (SRO), located at 111 South Capitol Avenue, Lansing, Michigan 48933, on behalf of the State of Michigan, Berrien Regional Educational Service Agency (BRESA), located at 711 St. Joseph Avenue, P.O. Box 364, Berrien Springs, Michigan 49103-0364, and Benton Harbor Area Schools (the District), a Michigan general powers school district operating under the provisions of the Revised School Code, MCL 380.1, *et seq.*, located at 636 Pipestone Road, P.O. Box 1107, Benton Harbor, Michigan 49023-1107.

RECITALS

WHEREAS, MDE notified the Board of Education of the District (the "Board") that three (3) of its schools, Dream Academy Alternative High School of Choice, International Academy at Hull, and STEAM at MLK (collectively the "Priority Schools"), were among the bottom five percent (5%) of all public schools in Michigan. The students and educators of the District require a reinvestment of time, talent, and resources by the local community and MDE.

WHEREAS, the District developed a new curriculum at the Priority Schools in 2016. Further, the District's student enrollment numbers increased from 2,205 to the unaudited October 2016 student count number of 2,258 (a 2.4% boost in student enrollment.)

WHEREAS, SRO confirmed that Dream Academy Alternative High School of Choice would be closed; International Academy at Hull and STEAM at MLK would be assigned a Chief Executive Officer to manage their academic affairs as authorized under Section 1280 © of the Revised School Code. Since 2016, the District's Board of Education has demonstrated a willingness to improve student academic achievement by: (1) hiring a new Superintendent; (2) agreeing to a new memorandum of understanding with BRESA; (3) submitting a Revised Educational Plan incorporating stringent requirements for the three Priority Schools in accordance with the Amended Consent Agreement to the MDE. In the past two fiscal years, the District has reduced its deficit by 39.5%.

WHEREAS, State Superintendent Brian Whiston announced that the State of Michigan would offer the District's three Priority Schools an opportunity to avoid school closure or the appointment of a Chief Executive Officer by the SRO through this Partnership Agreement, pursuant to which the State of Michigan, MDE, and SRO will request funds from the legislature to provide some support to the District with resources to improve academic growth and proficiency rates in these three priority schools for up to thirty-six (36) months.

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: On September 23, 2014, the State Treasurer and District's Board of Education entered into a Consent Agreement to address its financial deficit, which was amended by the First Amendment to the Consent Agreement, executed May 24, 2016 (collectively, the Consent Agreement). The Consent Agreement included an Educational Plan for the District's Priority Schools. The Department of Education assigned a consultant to assist the District with meeting benchmarks of the Educational Plan; since July 2016, the District has satisfied all of its requirements under the Consent Agreement.

In January 2017, the SRO identified thirty-eight (38) priority schools that were subject to closure or the appointment of a Chief Executive Officer ("CEO"). As noted above, MDE notified the Board that three of the District's Priority Schools were subject to a potential closure order.

State Superintendent Brian Whiston announced that those thirty-eight (38) schools could enter into a Partnership Agreement and avoid both closure and the appointment of the CEO.

All parties agree that the overriding goal is to substantially improve academic performance for three of the Priority Schools in Benton Harbor Area Schools. Further, all parties seek to ensure that the Priority Schools subject to a potential closure order are taken off the priority school list.

The purpose is to create a binding agreement between the District's Board of Education and entities noted above to ensure a partnership that will lead to improved student academic achievement outcomes for the District while

maintaining the autonomy of the Board of Education.

MDE, the District and identified Partners agree to work collaboratively in setting 18-month benchmarks and 36-month outcome goals with an 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 60 days, or should the 18-month benchmark(s) or 36 month goal(s) not be met by the district. All parties agree that the Educational Plan, Schedule 2 of the First Amendment to Consent Agreement signed May 2016, is now replaced by this Agreement. If the Educational Plan associated with the Consent Agreement remains in effect after the approval of the Partnership Agreement, this Agreement supersedes the Educational Plan.

Michigan law requires the SRO to annually publish a list of Priority Schools. The Schools subject to this agreement are Priority Schools and 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 Priority Schools. The SRO is executing its statutory responsibilities by collaborating with the MDE to enter school intervention partnership agreements among the SRO, MDE, local schools and partners for this purpose. International Academy at Hull, Dream Alternative Academy School of Choice, and S.T.E.A.M. at MLK Academy are Priority Schools and the SRO, MDE, and Benton Harbor Area Schools agree that the implementation of this partnership agreement is in the best interest of the students at International Academy at Hull, Dream Alternative Academy School of Choice, and S.T.E.A.M. at MLK Academy for their academic improvement.

2) TERMS AND CONDITIONS: Benton Harbor Area Schools (BHAS) retains control of the schools named in this Agreement, subject to the terms of the Partnership Agreement. The State Superintendent may declare a breach of this Partnership Agreement by either the board or district if any of the following conditions occur: the 18 month goals are not achieved and the district refuses to follow the next level of accountability defined in the Partnership Agreement; the 36 month goals are not achieved and the district refuses to follow the next level of accountability defined in the Partnership Agreement; and/or the Superintendent or Board of Education fail to carry out the roles defined for them in the Partnership Agreement. The State Superintendent shall consult with the State Treasurer should a breach of this agreement occur to determine whether or not such a breach constitutes a breach of the Consent 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) Dream Alternative Academy School of Choice, grades 9-12
- B) S.T.E.A.M. at MLK Academy, grades 3-5
- C) International Academy at Hull grades K - 2

4) THIRTY SIX MONTH GOALS TO BE MET BY BENTON HARBOR AREA SCHOOLS:

DREAM

- DREAM Goal One: Academic Proficiency and Growth will increase as shown below.....
 - 30% of students will be at or above Grade Level Norms on NWEA Reading
 - 30% of students will be at or above Grade Level Norms on NWEA Math
 - On average, students will make 1.5 years growth on the NWEA Reading
 - On average, students will make 1.5 years growth on the NWEA Math
 - On average, students will increase by at least 30 points in PSAT and SAT Reading
 - On average, students will increase by at least 30 points in PSAT and SAT Math
 - 60% of students will pass classroom assessments
 - 10% of students will be enrolled in dual enrollment, CTE courses and or Early Middle College
- DREAM Goal Two: Student well-being and positive behavior will increase as shown below.....
 - Short term suspensions (<10 days) will decrease by 30%
 - Expulsions and long term (11+ days) suspensions will decrease by 50%
 - Discipline office referrals will decrease by 45%
 - The average student daily attendance rate will be 80%
- DREAM Goal Three: Teacher/administrator leadership capacity will increase as shown below.....
 - 100% of teachers scoring at least Effective on Thoughtful Classroom Rubric is the goal, but for those not scoring effective a plan of assistance will be implemented

- 100% of administrators, who interface with Dream, scoring at least Effective on the AdvancEd rubric is the goal, but for those not scoring effective a plan of assistance will be implemented
- Participation in leadership opportunities such as Leadership Teams, School Improvement Teams, facilitating professional development, PLC leadership, etc. will increase to a 40% participation rate
- The average teacher daily attendance rate will be 87%

STEAM

- STEAM at MLK Goal One: Academic Proficiency and Growth will increase as shown below.....
 - 30% of students will be at or above Grade Level Norms on NWEA Reading
 - 30% of students will be at or above Grade Level Norms on NWEA Math
 - On average, students will make 1.5 years growth on the NWEA Reading
 - On average, students will make 1.5 years growth on the NWEA Math
 - 60% of students will score at or above proficiency on AIMSweb Reading
 - 60% of students will pass classroom assessments
 - The percent proficient on MSTEP will increase by 30 percentage points
- STEAM Goal Two: Student well-being and positive behavior will increase as shown below.....
 - Short term suspensions will decrease by 60%
 - Expulsions and long term (11+ days) suspensions will decrease by 50%
 - Discipline office referrals will decrease by 60%
 - The average student daily attendance rate will be 87%
- STEAM Goal Three: Teacher/administrator leadership capacity will increase as shown below.....
 - 100% of teachers scoring at least Effective on Thoughtful Classroom Rubric, is the goal, but for those not scoring effective a plan of assistance will be implemented
 - 100% of administrators, who interface with STEAM, scoring at least Effective on the AdvancEd rubric is the goal, but for those not scoring effective a plan of assistance will be implemented
 - Participation in leadership opportunities such as Leadership Teams, School Improvement Teams, facilitating professional development, PLC leadership, etc. will increase to a 40% participation rate
 - The average teacher daily attendance rate will be 87%

HULL

- International Academy at Hull Goal One: Academic Proficiency and Growth will increase as shown below.....
 - 30% of students will be at or above Grade Level Norms on NWEA Reading
 - 30% of students will be at or above Grade Level Norms on NWEA Math
 - On average, students will make 1.5 years growth on the NWEA Reading
 - On average, students will make 1.5 years growth on the NWEA Math
 - 80% of students will score at or above proficiency on AIMSweb Reading
 - 80% of students will pass classroom assessments

- International Academy at HULL Goal Two: Student well-being and positive behavior will increase as shown below.....
 - Short term suspensions will decrease by 75%
 - Expulsions and long term (11+ days) suspensions will decrease by 50%
 - Discipline office referrals will decrease by 75%
 - The average student daily attendance rate will be 87%.

- International Academy at HULL Goal Three: Teacher/administrator leadership capacity will increase as shown below...
 - 100% of teachers scoring at least Effective on Thoughtful Classroom Rubric is the goal, but for those not scoring effective a plan of assistance will be implemented
 - 100% of administrators, who interface with Hull, scoring at least Effective on the AdvancEd rubric is the goal, but for those not scoring effective a plan of assistance will be implemented
 - Participation in leadership opportunities such as Leadership Teams, School Improvement Teams, facilitating professional development, PLC leadership, etc. will increase to a 40% participation rate
 - The average teacher daily attendance rate will be 87%

5) EIGHTEEN MONTH BENCHMARKS TO BE MET BY BENTON HARBOR AREA SCHOOLS:

DREAM

- DREAM Goal One: Academic Proficiency and Growth will increase as shown below.....
 - 15% of students will be at or above Grade Level Norms on NWEA Reading
 - 15% of students will be at or above Grade Level Norms on NWEA Math
 - On average, students will make 1.25 years growth on the NWEA Reading
 - On average, students will make 1.25 years growth on the NWEA Math
 - On average, students will increase by at least 10 points in PSAT and SAT Reading
 - On average, students will increase by at least 10 points in PSAT and SAT Math
 - 30% of students will pass classroom assessments
 - 5% of students will be enrolled in dual enrollment, CTE courses and or Early Middle College

- DREAM Goal Two: Student well-being and positive behavior will increase as shown below.....
 - Short term (<10 days) suspensions will decrease by 15%
 - Expulsions and long term (11+ days) suspensions will decrease by 25%
 - Discipline office referrals will decrease by 20%
 - A user-friendly student information system and protocol for accurately collecting student attendance data will be in place and working effectively

- DREAM Goal Three: Teacher/administrator leadership capacity will increase as shown below.....
 - 50% of teachers will score Effective on Thoughtful Classroom Rubric
 - 50% of administrators, who interface with Dream, will score Effective ratings
 - Participation in leadership opportunities such as Leadership Teams, School Improvement Teams, facilitating professional development, PLC leadership, etc. will increase to a 20% participation rate

STEAM

- STEAM at MLK Goal One: Academic Proficiency and Growth will increase as shown below.....
 - 15% of students will be at or above Grade Level Norms on NWEA Reading
 - 15% of students will be at or above Grade Level Norms on NWEA Math
 - On average, students will make 1.25 years growth on the NWEA Reading
 - On average, students will make 1.25 years growth on the NWEA Math
 - 25% of students will score at or above proficiency on AIMSweb Reading
 - 30% of students will pass classroom assessments
 - The percent proficient on MSTEP will increase by 10 percentage points

- STEAM Goal Two: Student well-being and positive behavior will increase as shown below.....
 - Short term (<10 days) suspensions will decrease by 30%
 - Expulsions and long term (11+ days) suspensions will decrease by 25%
 - Discipline office referrals will decrease by 30%
 - A user-friendly student information system and protocol for accurately collecting student attendance data will be in place and working effectively

- STEAM Goal Three: Teacher/administrator leadership capacity will increase as shown below.....
 - 50% of teachers will score Effective on Thoughtful Classroom Rubric
 - 50% of administrators, who interface with STEAM, will score Effective ratings
 - Participation in leadership opportunities such as Leadership Teams, School Improvement Teams, facilitating professional development, PLC leadership, etc. will increase to a 20% participation rate

HULL

- International Academy at Hull Goal One: Academic Proficiency and Growth will increase as shown below.....
 - 15% of students will be at or above Grade Level Norms on NWEA Reading
 - 15% of students will be at or above Grade Level Norms on NWEA Math
 - On average, students will make 1.25 years growth on the NWEA Reading
 - On average, students will make 1.25 years growth on the NWEA Math

- 35% of students will score at or above proficiency on AIMSweb Reading
- 35% of students will pass classroom assessments
- International Academy at HULL Goal Two: Student well-being and positive behavior will increase as shown below.....
 - Short term (<10 days) suspensions will decrease by 30%
 - Expulsions and long term (11+ days) suspensions will decrease by 25%
 - Discipline office referrals will decrease by 30%
 - A user-friendly student information system and protocol for accurately collecting student attendance data will be in place and working effectively
- International Academy at HULL Goal Three: Teacher/administrator leadership capacity will increase as shown below.....
 - 50% of teachers will score Effective on Thoughtful Classroom Rubric
 - 50% of administrators, who interface with HULL, will score Effective ratings
 - Participation in leadership opportunities such as Leadership Teams, School Improvement Teams, facilitating professional development, PLC leadership, etc. will increase to a 20% participation rate

6) ANALYSIS OF RELEVANT DATA

A. ACADEMIC:

- a. NWEA Reading proficiency and math proficiency K-12 (See Appendix B)
- b. NWEA Growth for math and reading growth K-12 (See Appendix B)
- c. AIMS proficiency for reading K-5 (See Appendix B)
- d. M-Step % proficient for math and reading 3-5 (See Appendix B)
- e. Baseline to be determined PSAT and SAT for 2016-2017, 9-12
- f. Baseline to be determined regarding student proficiency on classroom assessments for K-12 for 2016-2017
- g. The district's theory of action is to focus intensely on English Language Arts and Mathematics; as we deepen the understanding of literacy and numeracy, we expect academic improvement in Science and Social Studies

B. STUDENT WELL-BEING AND POSITIVE BEHAVIOR:

- a. Long term suspensions and expulsions will have baseline data set at the end of this year
- b. Short term suspensions will have baseline data set at end of this year
- c. Office discipline referrals baseline data to be set at end of this year
- d. Culture & Climate Survey data

C. LEADERSHIP CAPACITY:

- a. Baseline data for teacher ratings on Thoughtful Classroom rubric will be set at end of this year
- b. Baseline data for administrator rating on AdvancEd rubric will be set at end of this year
- c. Baseline data for participation in leadership opportunities will be set at the end of this year
- d. Culture & Climate Survey data

7) STRENGTHS AND WEAKNESSES OF BENTON HARBOR AREA SCHOOLS

8) STRATEGIES TO MEET GOALS AND BENCHMARKS

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

Refer to the charts on pages 8, 9 and 10 for the details regarding the aforementioned sections 7 - 9 and on page 11 for strategies and professional learning for staff recruitment and retainment efforts.

Goal 1: Academic Proficiency & Growth

District Strengths	District Weaknesses	Strategies to Meet Goals and Benchmarks (Due to the low performance in reading & math, these strategies will be incorporated in all 3 buildings)	Professional Learning Needed to Meet Goals and/or Benchmarks
<p>Viable & aligned curriculum in reading & math</p> <p>Have developed & implement a scope & sequence for the reading & math curriculum</p> <p>Embedded time within the school day for PLC & professional learning opportunities</p> <p>District is making positive growth in NWEA</p> <p>Improvement in teacher collaboration</p>	<p>Increase fidelity of implementation of the curriculum for reading and math</p> <p>Increase teacher capacity to utilize data to guide instruction</p> <p>Increase capacity of teachers to effectively implement appropriate reading and math interventions</p> <p>Increase student engagement & academic focus</p> <p>Technology does not work consistently to support instruction.</p>	<p>Instructional Coaches for every teacher</p> <p>Academic Advisory in 6th-12th grade</p> <p>Professional Learning Communities (PLC)</p> <p>Full Day Kindergarten</p> <p>Daily intervention block, K-5 for reading and math</p> <p>Incorporate technology into lessons & student work</p> <p>Use a variety of instructional strategies</p> <p>To ensure students</p>	<p>Increase use of instructional best practices and curriculum implementation</p> <p>Provide coaching training in coaching and mentoring</p> <p>Professional Learning Communities to collaborate and discuss student data & variety of instructional strategies</p> <p>Provide evidence-based Math & Literacy Strategies to close gaps in students' knowledge.</p> <p>Train teachers to use online curriculum supplements and blend technology into their classroom teaching</p>

		demonstrating proficiency maintain or excel, the use of flexible grouping must be implemented which will also support struggling students	
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Goal 2: Student Well-Being and Positive Behavior

District Strengths	District Weaknesses	Strategies to Meet Goals and Benchmarks (Due to the low performance in reading & math, these strategies will be incorporated in all 3 buildings)	Professional Learning Needed to Meet Goals and/or Benchmarks
<p>Power School system is a viable system which could work to produce data needed</p> <p>More seniors on track for graduation</p> <p>In school alternatives for out-of-school suspensions</p> <p>Culture climate data shows</p>	<p>School-wide PBIS is not fully in place in all buildings</p> <p>Data collection is a challenge with current system and staffing levels</p> <p>Staff turnover and difficulty hiring staff for behavioral intervention programs</p>	<p>Daytime intervention program</p> <p>Recommitment to Positive Behavior Intervention and Supports (PBIS)</p> <p>Assisted and Intensive Study Rooms in place of suspensions</p> <p>Plans to add elementary counselors through</p>	<p>Training with Safe and Civil and Schools</p> <p>Training with Adverse Childhood Experiences (ACE) to better serve children of trauma</p> <p>PBIS training at all buildings through PLCs and other</p> <p>Tier supports to teachers</p>

<p>most students like school and feel safe</p> <p>Teachers have greater awareness of student needs related to trauma and stress</p>	<p>Inconsistent systems and processes between buildings</p>	<p>safety grant</p> <p>Increase after school programs and wraparound services</p> <p>Creating more engaged classrooms to engage more students in their learning</p> <p>Create a protocol through the secretary handbook being created, that enforces the expectation that all students demonstrating inappropriate behaviors have proper documentation submitted to the school office.</p>	<p>and administrators for programs they are implementing</p> <p>Training to provide more positive culture and climate</p>
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Goal 3: Teacher/Administrator Leadership Capacity

District Strengths	District Weaknesses	Strategies to Meet Goals and Benchmarks (Due to the low performance in reading & math, these strategies will be incorporated in all 3 buildings)	Professional Learning Needed to Meet Goals and/or Benchmarks
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<p>Recently adopted evaluation systems for teachers and administrators</p> <p>Certified staff assisted in developing the curriculum pacing guide</p> <p>Teachers, administrators, and instructional coaches are members of building Leadership Teams</p> <p>Annual completion of School Climate Survey</p>	<p>Past teacher and administrator evaluation systems were poorly implemented</p> <p>High rate of teacher turnover</p> <p>Shortage of time and resources</p> <p>Need a more robust system for monitoring required actions and accountability for results</p>	<p>Move teachers and administrators toward Effective on their evaluation rubric</p> <p>Increase participation in district and building level leadership opportunities</p> <p>Require the submission of periodic data reports</p> <p>Monthly meetings for building principals, building leadership team, district leadership team</p> <p>Increase oversight, monitoring and accountability in general</p>	<p>Ongoing training for teachers and principals in evaluation rubrics</p> <p>Data driven, and results oriented decision-making</p> <p>Consistency and follow-through with action plans</p> <p>Implementation of systems and procedures in alignment with district policy</p>
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Goal 4: Staff Recruitment & Retention

District Strengths	District Weaknesses	Strategies to Meet Goals and Benchmarks (Due to the low performance in reading & math, these strategies will be incorporated in all 3 buildings)	Professional Learning Needed to Meet Goals and/or Benchmarks
<p>Majority of staff have committed to improvement of Benton Harbor Area Schools</p> <p>Have certified teachers in the majority of subject areas</p> <p>Majority of staff participate in professional development opportunities</p> <p>Positive labor/management relations</p>	<p>Struggling to find certified teachers for math and special education</p> <p>Challenge to attract and retain certified teachers with our current salary and benefit package</p> <p>Challenge to retain teachers with our current teacher day schedule</p>	<p>Expand recruitment activities to include historically black colleges</p> <p>Develop relationship with college placement offices</p> <p>Attempt to bring the salary and benefit package to the midpoint of the market</p> <p>Work with the state superintendent to find certification waivers for high need areas of special education and math</p>	<p>Put together a District informational brochure for Edustaff to use to orient substitute teachers about the District procedures and processes.</p> <p>Provide some Professional development materials that Edustaff can use for substitute teachers who work in the District.</p> <p>Create support network for teachers new to BHAS</p>

10) BHAS BOARD OF EDUCATION ROLE AND ACTIONS TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS:

- A) Enter into a multi-year (minimum of three years) contract with the District Superintendent approved by the Michigan Department of Treasury within 60 days of the Partnership Agreement's effective date.
- B) Abide by the School Board-approved norms and protocols, facilitated by MASB, during all meetings (open or closed) and during all interactions outside of these meetings.
- C) Create a Professional Development Plan (PDP) for the School Board, incorporating the goals set forth by the Michigan Association of School Boards (MASB) training required by Schedule 1, Action 19 of the First Amendment in the Consent Agreement.
- 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) Complete the Michigan Association of School Boards (MASB) training outlined in Schedule 1, Action 19 of the First Amendment of the Consent Agreement.
- F) If further School Board training is warranted outside of what MASB training already provided, then such training must support the implementation of the School Board set forth in the Partnership Agreement, and abide by the parameters of the Consent Agreement Consultant who authorizes new contracts.
- G) Abide by all existing School Board and District policies, protocols, and procedures.
- H) Align all School Board meeting agendas to major responsibilities of the School Board as outlined by MASB: goal setting; policy; designating and evaluating superintendent; budget; curriculum; facilities; and community relations.
- I) Create a timeline as a School Board, with proper assistance (i.e. NEOLA representative, MASB coach, or School Board member from a neighboring district School Board or ISD) for updating existing School Board policies to ensure the efficient and effective governance of the school district.
- J) Operate as a committee of the whole, in lieu of the current subcommittee structure, for at least the first half (18 months) of the three-year Partnership Agreement to ensure effective communication of the Partnership Agreement and proper oversight of school district affairs.
- K) Revise the existing School Board policies according to the timeline determined by the School Board.
- L) Adopt the school district's Partnership Agreement goals (student achievement, student well-being and leadership capacity) as the Superintendent's annual performance evaluation goals in addition to the fiscal goals set forth by the Consent Agreement.

- M) Create corresponding procedural documents for all revised School Board policies.
- N) Create and approve a School Board policy outlining a code of conduct for School Board members along with corrective accountability measures.
- O) Formalize, publish, and implement a research-based Board of Education evaluation process and superintendent evaluation process.
- P) Explore shared services with neighboring school districts and/or Intermediate School Districts (ISD), in consultation with the Treasury's Consent Agreement Consultant and MDE's Partnership Liaison, to maximize use of district resources to support the successful implementation of Partnership Agreement goals.

11) BHAS SUPERINTENDENT ACTIONS TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS

- A) Work with the MDE Partnership Liaison to ensure the successful implementation of the Partnership Agreement.
- B) Coordinate regular check-ins with partners to establish progress on Partnership Agreement on mutually agreed-upon dates and times.
- C) Lead the district leaders and school leaders in the actual implementation of the Partnership Agreement.
- D) Communicate the Partnership Agreement goals and student achievement targets to School Board members, leaders, staff and community throughout the life of the Partnership Agreement, which includes, but is not limited to, at least a monthly update at regularly-scheduled School Board meetings.
- E) Serve as chief overseer of the Partnership Agreement.
- F) Direct, supervise and be accountable for the strategies and interventions included for academic/instructional progress in the Partnership Agreement.
- G) Direct, supervise and be accountable for the strategies and interventions included for student well-being and positive student behavior in the Partnership Agreement.
- H) Monitor and adjust interventions and strategies based on frequent review of student academic and behavioral data.
- I) Oversee the evaluation system for teachers and administrators to ensure progress toward highly effective ratings for both.
- J) Work with service providers and district staff to employ qualified and certified staff needed to implement strategies and interventions of the Partnership Agreement and the operation of BHAS schools and district.
- K) Participate in professional learning and networking opportunities offered throughout the State of Michigan to gather ideas for the successful implementation of the Partnership Agreement.

12) BRESA ACTIONS TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS

- A) Create a plan for specific Human Resources Support for the school district, including but not limited to: filling vacancies for math and special education teachers, adding preparation time to teachers' schedules, increasing the substitute teacher pool, hiring leaders with turnaround competencies, developing systems for documenting staff evaluations, etc...
- B) Provide technology support to the district, the creation of a technology plan-and assistance to implement the technology plan.
- C) Provide data support to the district, specifically assistance with the full implementation of Student Information System--Powerschool. BRESA will also help the district with operating the SIS, using the data from the SIS, and connecting the district to the State Data Hubs, which has dashboards and data tools. Also, BRESA will provide in-house support around data collection and management.
- D) Continue the intense instructional support and staffing provided by the MI Excel Team during the 2016-2017 year.

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

- A) Dr. Traci Elizabeth Teasley, Partnership Liaison, will serve as primary point-of-contact for MDE. If there is a need to appoint a new Liaison, it will be done in consultation with the School Board and Superintendent.
- 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 regular 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 (i.e. NWEA, open source materials)

14) SRO ACTIONS TO BE TAKEN IN ORDER TO MEET BENCHMARKS AND GOALS

- A) Support the Partnership Agreement
- B) Release Benton Harbor Area Schools from PERIS reporting requirements

15) BUDGET: BHAS is in a Consent Agreement with an approved Financial Operating Plan that regulates district spending over a 20 year period of time. This plan takes the district to resolution of its debt and deficit status and provides for two years of financial stability beyond that. Within that plan, there is no provision for making teachers whole on the salary schedule or for adding preparation time to their day, or for the hiring of five permanent sub teachers at an annual cost of \$1.7 million. Federal and State Grant funds cannot be used for these purposes either. BHAS has allocations from state and federal grants that are used for allowable activities, many of which are included in the strategies section of our Partner Agreement for (A) Academic Improvements, (B) Student Well-being and Positive Student Behavior, and (C) Leadership Capacity. The administration recommends that 80% of those allocations be reserved for activities in the Partner Agreement. Although allocations change from year to year, estimates of that revenue are made as follows: Title IA at 80% is \$2,696,000; Title II (which will be reduced by an estimated \$500,000 next year due to the grantor’s formula change) at 80% is \$248,000; Title III at 100% is \$11,684; 31A at 80% is \$994,400, and the Gang Prevention Grant which is in place for 1 more year at 100% is \$750,000 for program and \$750,000 for facility issues.

16) ADDITIONAL PARTNERS: BHAS, its local board, BRESA, SRO, 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 completing of the benchmarks and goals defined in this Agreement:

Primary Needs:

Instruction

Name/ Organization	Goals & Suggested Benchmarks	
Andrews University (Dr. Luxton)	Continued engagement of the Andrews University student community through H.E.L.P (Carlisle Sutton), with agreed targets set with BHAS to help improve student success in literacy. To start develop a parallel program to support numeracy. AU Contact: Carlisle Sutto	Same as the benchmark, to assist students and teachers in reaching new literacy and numeracy targets.
Lake Michigan College	Provide for 1 or 2 LMC (Federal) work study students to work up to 20 hours per week to provide teachers with in-classroom support. Priority will be given to BHAS alumni and students enrolled in LMC's Child Development and Teacher Education programs.	Help meet academic and proficiency goals

Recruitment and Retention

Name/ Organization	Goals & Suggested Benchmarks	
Berrien RESA ISD	Fill vacancies for math and special education teachers	No teacher vacancies in math and special education
Berrien RESA ISD	Add preparation time to teacher schedules	The District is able to cover at least 95% of its teacher vacancies each day
Berrien RESA ISD	Increase the substitute teacher pool NOTE: BRESA goals are included in Section 12 of the Partnership Agreement.	The District is able to have additional preparation time for all teachers
Whirlpool Corporation	Support the district's business operating capacity by providing key supports in the following areas: Partner WHR Talent Acquisition team with District's incl. Berrien RESA recruitment team to brainstorm and identify potential effective and creative strategies to attract and retain district personnel	Continue to Support the district's business operating capacity as applicable

Leadership Capacity

Name/ Organization	Goals & Suggested Benchmarks	
Andrews University (Dr. Luxton)	To include BHAS as one of the target areas for the inaugural University service day, set tentatively for September 14, 2017 and if successful September 13, 2018. AU Contact: Christon Arthur	Further target specific needs at BHAS, as requested by the school district, that could be met through a one-day service event
Whirlpool Corporation	Support the district’s business operating capacity by providing key supports in the following areas: 1. Provide partnership project support, Alloyd Blackmon 2. Partner WHR Purchasing team with District personnel to review the District’s contracts wrt key outsourced procured services	Continue to Support the district’s business operating capacity as applicable
Second Baptist Church	I have taught classes at the Wolverine State Baptist Convention on Leadership Capacity and several years ago participated in a leadership capacity presentation for the Benton Harbor Area School Board at one of its retreats. Because of my love and concern for this School District, I will voluntarily teach a class on Leadership Capacity to the Board of Education, the Administrators, and staff. It has always been a "lane issue" in the District. Boards generally think that it is their responsibility to run a District and that the superintendent is just a figurehead. If this problem is not resolved, 36 months from now we will dealing with the same issues.	Every year before the election of officers there should be a retreat of the Board to discuss the board's role and responsibilities either by a State board of Education representation or a representative from MASB.

Riverwood	Partner with the Benton Harbor Area Schools (BHAS) Administration in fulfilling their mental health staffing needs for the Public Safety/Gang Prevention FY2017	
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Student Well-Being

Name/ Organization	Goals & Suggested Benchmarks	
Andrews University (Dr. Luxton)	Placement of a macro social work intern to help develop the internship program infrastructure, and after development placement of two school social work interns. AU Contact: Twyla Smith	To have a consistent presence of 2 social work interns to BHAS to assist in a range of needed activities as defined by BHAS in cooperation with the AU Social Work Department coordinator
Andrews University (Dr. Luxton)	To connect high achievers with early college experiences to motivate students to reach their potential. AU Contact: Christon Arthur	Further develop program to connect high achievers with early college experiences to motivate students to reach their potential
Boys/Girls Club	Continue offering targeted academic and enrichment programs	The Boys and Girls Club will continue academic success programming and periodically assess the type, quantity, diversity, and quality of programs provided consistent with our priority outcomes for all members attain on-grade progression, 3 rd grading reading proficiency, high school graduation, and post-secondary or employment plans is cooperation with the BHAS district.
Boys/Girls Club	Continue offering trauma based intervention programs that address social and emotional needs of individual members affecting behavior, school performance, and interaction with juvenile justice system:	

Boys/Girls Club	Continue contracting with Berrien County Sheriff's Department for a full-time deputy to serve as the Clubs' resource officer to improve community policing relationships, plan emergency preparedness, and manage child protective services, juvenile justice, and law enforcement relationships.	
Boys/Girls Club	Continuously improve communications with parents and families about Club and school activities, events, and schedules.	
Lakeland Hospital	Improve the understanding of staff regarding the impact of Mental Health on school performance.	Improve the understanding of parents regarding the impact of Mental Health on school performance.
Lakeland Hospital	Provide support for students in understanding Mental Health	Train staff in understanding and using the Michigan Model for Health Curriculum
Lakeland Hospital	Influence school policy and practice regarding the impact of Mental Health on school performance	Influence school policy and practice regarding the impact of Mental Health on school performance.
Second Baptist Church	Pastor will visit a classroom at ACA or Hull School twice per month for two hours to assist the teachers with behavior issues in the classroom.	
Riverwood	Provide evidence based psycho-education classes for caregivers of traumatized children.	Identify a relevant evidence based models for schools (i.e. exploring U of M Depression Center program Transforming Research Into Action to Improve the Lives

		of Students – TRAILS)
Riverwood	Provide Mental Health First Aid classes	
Riverwood	Provide access to the children’s continuum of care for mental health services	
Riverwood	Partner with BHAS to identify at-risk youth	
Second Baptist Church	Initiate a program to assist students 4-7pm, Mon. - Thurs.	
Dept. of Treasury	Provide support to some aspect of student well-being	
The First Tee of Benton Harbor	Support the district’s instructional and wrap around supports to students ultimately impacting achievement and overall culture and climate. Work with the district to identify the appropriate TFT programs that can be implemented within the schools including programs such as National School Program. The programs will be implemented with the help of The First Tee of Benton Harbor staff and will include paid training and equipment as appropriate. The programs are designed to help students learn the basic skills of golf including TFT’s Nine Core Values (honesty, integrity, sportsmanship, respect, confidence, responsibility, perseverance, courtesy and judgment) and Nine Healthy Habits (energy, play, safety, vision, mind, family, friends, school, community).	Expand The First Tee programming throughout the district such that TFT programming is implemented in all K-12 BHAS buildings.

Lake Michigan College	To connect high achievers with early college experiences to motivate student to reach their potential	further develop program to connect high achievers with early college experiences, including earning college credit, middle-college enrollment and early college CTE programs
Lake Michigan College	A continuation of services provided by Upward Bound (LMC's Federal TRIO program) to BHAS students to complement efforts to maintain and expand impact of wraparound services	Expand tier supports to teachers
Lake Michigan College	Collaborate with BH Promise Zone and the College Access Network to increase college enrollment and degree/credential attainment for graduates of BHAS.	Same

Secondary Needs:

Communication

Name/ Organization	Goals & Suggested Benchmarks	
Whirlpool Corporation	Support the district's business operating capacity by providing key supports in the following areas: Provide 3 month paid Communications support for the district	Continue to Support the district's business operating capacity as applicable
Department of Treasury	Support the district's business operating capacity by providing key supports in the following areas: Provide Communications support for the district	

17) PERIOD OF AGREEMENT: The Agreement shall commence on the date of the last signature affixed below, and expire three years later, covering the 2017-2018, 2018-2019, and 2019-2020 school years. Benton Harbor Area Schools or the Michigan Department of Education may terminate this Agreement earlier 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. Modifications shall not be effective until duly authorized representatives of both Parties. 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.

18) NEXT LEVEL ACCOUNTABILITY MEASURES:

- A) If the district fails to sign this agreement within 60 days, the Michigan Department of Education will impose the following measures:
 - 1) The State School Reform Office will impose the original next level accountability plan on DREAM, STEAM, Hull International; specifically, closing DREAM and assigning a CEO to STEAM and Hull.
 - 2) The Education Plan component of the Revised Consent Agreement will remain in effect and all deadlines and expectations set forth in the Consent Agreement must be followed.

- B) If the district fails to meet the 18-month benchmark(s), the Michigan Department of Education will impose the following mutually agreed upon measures:
 - 1) The State Superintendent shall consult with the State Treasurer should a breach of this Partnership Agreement occur to determine whether or not such a breach constitutes a breach of the Consent Agreement.
 - 2) If the district has evidence of increases toward the 18 month benchmark, although not all benchmarks were met, the following will occur:
 - i) There will be a convening of the partnership to debrief successes and opportunities for growth regarding the implementation of the partnership agreement.
 - ii) The 19-36 month Partnership Agreement actions will be clarified during the aforementioned discussion.
 - 3) If the district does not meet the expected benchmarks, a drastic teacher and administrator reconfiguration will

occur, placing the strongest teachers in those schools identified in this Agreement, and giving compulsory training to those teachers who were reassigned due to poor student outcomes, effective the following school year.

- 4) If the district is not making reasonable progress, MDE will consider if the ISD needs to play a larger role in running the buildings.
 - 5) If the district is not making reasonable progress, consideration by the State Superintendent and/or SRO will be to assign a CEO to the schools identified in this Agreement.
 - 6) If the district is not making reasonable progress, consideration by the state superintendent will be to place the district under the ISD or consideration will be given as to whether or not the schools need to be closed and reconstituted.
- C) If the district fails to meet the 36-month goal(s), the Michigan Department of Education will impose the following mutually agreed upon measures:
- 1) The State Superintendent shall consult with the State Treasurer should a breach of this Partnership Agreement occur to determine whether or not such a breach constitutes a breach of the Consent Agreement.
 - 2) If the district has evidence of increases toward the 36 month benchmarks, although not all benchmarks were met, the following will occur:
 - i) There will be a convening of all partners to debrief successes and opportunities for growth regarding the implementation of the partnership agreement.
 - ii) If the Partnership Agreement is extended, subsequent actions will be clarified during the aforementioned discussion.
 - 3) If the district is not making reasonable progress, MDE will consider if the ISD needs to play a larger role in running the buildings.
 - 4) If the district is not making reasonable progress, consideration by the State Superintendent and/or SRO will be to assign a CEO to the schools identified in this Agreement.
 - 5) If the district is not making reasonable progress, consideration by the State Superintendent will be to place the district under the ISD or consideration will be given as to whether or not the schools need to be closed and reconstituted.

- 19) CHECKLIST OF ACTIONS:** The following actions will be completed by Benton Harbor Area Schools, Dr. Shelly Walker, the Board of Education, the Michigan Department of Education, and Partners as specified below:
- a) By June 30, 2017, 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 responsible, funding source (if relevant) and progress notes.
 - b) By June 30, 2017, the District will create a transition plan, spanning from the date of this Partnership Agreement to August 1, 2017 to ensure that all current accountability measures and protocols are properly aligned to the Partnership Agreement.
 - c) By June 30, 2017, the District will determine the monthly 2017-2018 meeting dates and locations for the Partnership Agreement partners (those who signed the Partnership Agreement) to monitor progress on the Partnership Agreement.
 - d) By June 30, 2017 the District will determine the quarterly 2017-2018 meeting dates and locations for all Partnership Agreement partners and interested community members.
 - e) By June 30, 2017, the District will create a communication plan to share details about the signed Partnership Agreement with partners, BHAS staff, parents, students and community members on a regular basis.
 - f) The BHAS School Board will complete the following actions, providing all requested documentation to the Partnership District Liaison:
 - i) Within 60 days of the Partnership Agreement's effective date, the School Board will enter into a multi-year (minimum of three years) contract with the District Superintendent approved by Michigan Department of Treasury. The contract shall include commitments to ensure that the appointed superintendent has reasonable autonomy to implement the strategies defined within the Partnership Agreement as defined in Board policy as currently written.
 - ii) Within 60 days of the Partnership Agreement's effective date, the School Board will create and submit to the signatories of the Partnership Agreement for feedback, a professional development plan (PDP) for the entire School Board regarding the PDP. The PDP should contain the following:
 - (1) An evaluation of strengths and weaknesses of the School Board;
 - (2) A detailed list of SMART goals that will be used to evaluate the PDP's effectiveness;
 - (3) An outline of the strategies and trainings that will be undertaken to address the defined weaknesses and perpetuation of continuous school improvement; and

- (4) A schedule of the Michigan Association of School Boards (MASB) training sessions that will be used as a part of this PDP;
- iii) Within 90 days of the Partnership Agreement's effective date, the School Board will complete the following actions related to the Professional Development Plan (PDP):
 - (1) Incorporate the Professional Development Plan (PDP) feedback provided by the Partnership Agreement's signatories into the final draft of the PDP;
 - (2) Present the PDP at a public board meeting; then,
 - (3) Pass a resolution to begin implementation of the PDP effective immediately.
- iv) Within 90 days of the Partnership Agreement's effective date, the School Board will also complete the following actions:
 - (1) Create and submit to the signatories of the Partnership Agreement for feedback, a revised set of School Board policies. Within 10 business days of the receipt of the School Board's revised School Board policies, the signatories shall provide feedback to the School Board regarding the policies.
 - (2) Formalize, publish and implement a research-based superintendent evaluation process.
 - (3) Formalize, publish and implement a research-based Board of Education evaluation process.
- v) Within 120 days of the Partnership Agreement's effective date, the School Board will complete the following actions related to the revised School Board policies:
 - (1) Incorporate the policy feedback provided by the Partnership Agreement's signatories;
 - (2) Present the revised policies at a public School Board meeting; and,
 - (3) Pass a resolution to begin implementation of the revised policies effective immediately.
- vi) Within 60 days of the adoption of the revised School Board policies, the School Board will create and submit to the signatories of the Partnership Agreement for feedback, a detailed set of procedural documents outlining the roles and responsibilities of School Board members, District leadership, and Partnership Agreement partners related to common business of the school district. Within 10 business days of the receipt of the draft procedural documents, the signatories shall provide feedback to the School Board regarding the procedural documents.
- vii) Within 90 days of the adoption of the revised School Board policies, the School Board will complete the following:
 - (1) Incorporate the feedback provided by the Partnership Agreement's signatories on the

- procedural documents;
- (2) Present the procedural documents at a public School Board meeting; and,
- (3) Pass a resolution to begin implementation of the detailed procedures effective immediately.

20) FUTURE MEETING DATES: Benton Harbor Area Schools and the Michigan Department of Education establish mutually agreed-upon quarterly meeting dates in order to engage in collaborative discussion, gauge implementation progress and identify barriers, and discuss relevant issues regarding this Agreement.

21) COUNTERPARTS: If the parties sign this Agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.

22) GOVERNING LAW: The laws of the State of Michigan, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of this Agreement.

23) ENTIRE AGREEMENT: This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement. This Agreement replaces and supersedes all components of the following: Schedule 2 of the First Amendment to the Consent Agreement's Educational Plan dated May 24, 2016; Schedule 2 of the Consent Agreement dated September 23, 2014; and any later adopted Consent Agreements. If the Partnership Agreement is terminated, then the district will comply with Schedule 2 of the First Amendment to the Consent Agreement Educational Plan provided a breach of the Consent Agreement has not been determined.

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

Michigan Department of Education

Benton Harbor Area Schools

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

State Reform Office

Benton Harbor Area Schools Board President/Designee

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

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

Berrien RESA

Name: _____

Title: _____

Date: _____

Signature: _____

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

Whirlpool Corporation

Lake Michigan College

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

The First Tee of Benton Harbor

Lakeland Health

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____



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

Andrews University

Riverwood Center

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

APPENDIX 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+.

BUDGET: BHAS is in a Consent Agreement with an approved Financial Operating Plan that regulates district spending over a 20 year period of time. This plan takes the district to resolution of its debt and deficit status and provides for two years of financial stability beyond that. Within that plan, there is no provision for making teachers whole on the salary schedule or for adding preparation time to their day, or for the hiring of five permanent sub teachers at an annual cost of \$1.7 million. Federal and State Grant funds cannot be used for these purposes either. BHAS has allocations from state and federal grants that are used for allowable activities, many of which are included in the strategies section of our Partner Agreement for (A) Academic Improvements, (B) Student Well-being and Positive Student Behavior, and (C) Leadership Capacity. The administration recommends that 80% of those allocations be reserved for activities in the Partner Agreement. Although allocations change from year to year, estimates of that revenue are made as follows: Title IA at 80% is \$2,696,000; Title II (which will be reduced by an estimated \$500,000 next year due to the grantor's formula change) at 80% is \$248,000; Title III at 100% is \$11,684; 31A at 80% is \$994,400, and the Gang Prevention Grant which is in place for 1 more year at 100% is \$750,000 for program and \$750,000 for facility issues.

Thirty Six Month Budget Overview

PARTNERSHIP AGREEMENT YEAR	SALARIES	BENEFITS	PURCHASED SERVICES	PROFESSIONAL LEARNING	SUPPLIES & MATERIALS	OTHER EXPENDITURES	TOTAL EXPENDITURES
1							
2							
3							
GRAND TOTAL							

APPENDIX B: SUMMARY OF STUDENT ACHIEVEMENT DATA