FIRST AMENDMENT TO CONSENT AGREEMENT

This agreement is between the STATE TREASURER, a Michigan state officer (the "**Treasurer**") and BENTON HARBOR AREA SCHOOLS, a Michigan public body corporate (the "**District**").

To address a financial emergency within the District under the Local Financial Stability and Choice Act, 2012 PA 436, as amended, MCL 141.1541 to MCL 141.1575 ("**Act 436**"), the Treasurer and the District entered into a consent agreement dated September 23, 2014 (the "**Consent Agreement**") under section 8 of Act 436.

Progress has been made in addressing the District's financial emergency and the District has successfully implemented many of the initial remedial measures detailed in schedule 1 of the Consent Agreement.

However, the financial emergency has not been fully rectified and additional remedial measures and a revised educational plan are needed to address the continuing financial emergency within the District, provide for the long-term financial stability of the District, and support the educational needs of District residents.

The parties therefore agree as follows:

1. Defined Terms. Defined terms used but not defined in this agreement are as defined in the Consent Agreement.

2. Amendment to Schedule 1. Schedule 1 of the Consent Agreement is hereby amended and restated in its entirety to read as follows:

SCHEDULE 1
REMEDIAL MEASURES

Action #	Date (on or Before)	Action
1	**while agreement effective**	**The District shall not enter into a new contract, extend a contract, or otherwise amend a contract without approval by the Treasurer.**
2	**while agreement effective**	**The Board shall conduct its meetings in compliance with Board policies. No Board policy may be inconsistent with this agreement. If a Board policy is inconsistent with this agreement, the parties will meet to discuss the conflict. Prior to any board policies being amended, a thorough review of existing policies shall occur and conflicting policies shall be identified within five business days.**

3	within 30 days of receipt of recommended policy or update from Neola.	The Board shall review and revise its policies for compliance with the best practices for school board policies adopted by the Michigan Association of School Boards, as recommend by Neola. The NEOLA policies must be aligned with administrative rules.
4	May 31, 2016	The District shall transmit to Treasury, in a form acceptable to Treasury, an updated report listing all District contracts with a value of more than $25,000.00. The report must include for each contract, a vendor name, a description of goods or services provided, an indication as to whether the contract is a new contract or extension, the term of the contract, compensation payable under contract, an indication as to whether the contract was competitively bid, and the date on which the contract was approved by the Board.
5	May 31, 2016 and while agreement effective	The Board shall display at all meetings of the Board a United States Flag in a manner that complies with chapter 1 of title 4 of the United States Code.
6	May 31, 2016 and while agreement effective	The agenda for each Board meeting shall begin with the Pledge of Allegiance to the Flag under section 4 of chapter 1 of title 4 of the United States Code.
7	June 7, 2016	The Board shall create a video recording of each Board meeting and post the video on the District's website, retaining each video on the website for at least 2 years.
8	June 17, 2016	The District shall submit a revised Financial & Operating Plan to Treasury for approval consistent with the requirements of section 5.
9	June 30, 2016	After review and approval by the Treasurer, the Board shall adopt and implement a conflict of interest policy that complies with section 1203 of the Revised School Code, 1976 PA 451, as amended, MCL 380.1203.

10	July 15, 2016	After review and approval by the Treasurer, the Board shall adopt and the District shall implement a comprehensive student enrollment plan that describes the District's goals for attracting and retaining students and an action to achieve the goals.
11	July 31, 2016	The District must have tentative agreements in place with each of its collective bargaining units for the 2016-2017 fiscal year.
12	July 31, 2016	The District shall provide the Treasurer, in a form acceptable to the Treasurer, proof that the District employs personnel certified consistent with applicable law, including a list of personnel with applicable certification, school assignment, and classroom assignment for the 2016-2017 school year.
13	July 31, 2016	The District shall transmit to Treasury in a form acceptable to Treasury an inventory of all real estate owned by the District, including vacant land one month after appraisals are complete. Only former Chemical Bank on Riverview Drive and Napier & US-31 acreage properties will be included in the appraisal process. For each parcel of real property, the inventory must include a name or other designation used by the District for the parcel, an address, a tax parcel identification number, a description of any building on the property (with use, year built, and square footage), and the appraised value of the parcel.
14	August 15, 2016	After review and approval by the Treasurer, the Board shall adopt and the District shall implement a comprehensive safety plan for the District and its employees, students, and visitors, that addresses potential threats and hazards at each school building in the District and that complies with applicable law (the "Safety Plan"). The Safety Plan must include procedures for response to threats and hazards by administrators, a protocol for response to threats and hazards, and individualized plans for each school building. The Safety Plan shall incorporate any best practices for school safety plans used by MDE, the Michigan School Business Officials, or other Michigan school districts.

15	August 31, 2016	**The Board shall adopt and implement revisions to District policies, procedures and manuals consistent with professional standards established for the state and local governments pertaining to the District's human resources and business offices.**
16	September 30, 2016	**After the District receives a facilities assessment and appraisal results, the District shall develop a real estate plan, which is subject to approval by Treasury. The plan must allow for growth, designate surplus property and require that surplus property only be sold at fair market value. After approval by the Board and Treasury, the District shall implement the plan.**
17	September 30, 2016	**The District shall hire a real estate broker to facilitate the disposal of property designated as surplus under the real estate plan.**
18	December 31, 2016	**Issue a request for proposals involving contracts that expire in the 2016-2017 school year.**
19	March 31, 2017	**Each member of the Board shall attend and complete training for school board members provided by the Michigan Association of School Boards.**

3. **Amendment to Schedule 2.** Schedule 2 is hereby amended and restated in its entirety to read as follows:

SCHEDULE 2
EDUCATION
PLAN

This Education Plan is intended to provide a framework to support efforts of teaching and learning in the District as it otherwise implements actions to ensure the fiscal stability of the District. The goal of this Education Plan is to assure that the District remains focused on supporting the needs of District students while it addresses its financial emergency. Components of this Education Plan are based upon existing plans, tools, and practices that the District must engage in as determined in collaboration with MDE.

1. **Administrative Functions and Partnerships.** The District shall conduct a needs and capacity assessment for its educational support services including, curriculum, instruction, assessment, school improvement and reform support, professional development, educator evaluation, instructional

technology support, and grant program management (the "**Assessment**"). The District may conduct the Assessment internally. The District may include in the Assessment findings from the education resource strategies survey used by priority school districts, data analysis conducted in coordination with district intervention specialists provided to priority school districts, feedback from external monitoring or auditing processes for schools, and recent (from the five prior school years) analyses conducted by educational service providers other than the District. The District shall use the Assessment to determine its internal capacities for support and to determine whether external assistance is needed to implement this Education Plan. The District shall provide summaries of documentation used for the Assessment to MDE and shall incorporate this information into a plan for provision of educational services and supports consistent with the requirements of this Education Plan. The District may submit the Assessment and a draft plan for provision of educational services and supports to the State Superintendent, so that MDE may provide feedback and technical assistance before the District negotiates with any potential provider of the educational services and supports.

Educational Services and Supports Plan (Plan A).

(a) The District shall develop and adopt a plan to provide educational services and supports, which may include additional district employees and/or a contract with an educational service provider with appropriate capacity to support academic and organizational responsibilities of this Education Plan (an "Educational Support Provider").

(b) Each year, the District shall submit a plan for educational services and supports to the State Superintendent for review and approval, noting modifications to existing agreements and the addition of new Educational Service Providers. An Educational Service Provider must meet a need identified in the summary of needs and capacities assessments submitted by the District in December 2014. The summary of needs and capacities assessment must be updated every three years from the effective date of the consent agreement. The District shall submit its second needs and capacities assessment to the State Superintendent for review and approval by June 30, 2017.

(c) If the District includes an Educational Service Provider as part of the District's plan for educational services and supports, the District shall first consider and attempt to reach an agreement or cooperative arrangement for the provision of services from a cooperative group of service provider organizations, which might include the Berrien Regional Educational Service Agency ("**Berrien RESA**"), other intermediate school districts, neighboring or regional school districts (located within a 50 mile radius), or other organizations that provide district or school-specific services, that might, collectively, provide needed capacities for the District. The District shall develop a plan for the provision of educational services and supports in a coordinated manner, including the documentation the District needs, internal capacity (current or additional staff support, as well as capacity of the preferred Educational Service Provider), and a list of services, deliverables, and deadlines for the provision of educational support services identified in the District's plan for educational services and supports. The District shall include capacities provided through regional or state sources (such as MI Excel services for priority and focus schools) and capacities that are planned for or anticipated due to externally-funded grants and programs. If the District identifies the need to contract with an Educational Service Provider other than the Berrien RESA or neighboring school districts, the District shall submit a plan for securing an Educational Service Provider that follows Board and District policies, the consent agreement, and any applicable state or federal procurement requirements. The District shall provide documentation to the State Superintendent on each phase of any competitive procurement process indicating how applicable procurement requirements were satisfied, including any request for

proposal for the Educational Service Provider, process for selecting the Educational Service Provider, and draft contract or memorandum of understanding. The State Superintendent shall provide feedback on each phase ofthe competitive procurement process within 7-10 business days to assure expedited selection of an Educational Service Provider.

(d) Each year by August 8, the District shall submit its plan for the provision of educational services and supports, including any a plan for a contract with an Educational Service Provider, for approval by the State Superintendent. The plan submitted must be approved by the District and any Educational Service Providers used by the District and include a list of services required, the identified service provider for the services, whether internal to the District or to be provided by the external provider, and documentation justifying the capacity of the provider of the services for no less than three years.

(e) If the State Superintendent approves a plan for educational services and supports, the District shall contract for the functions identified in that plan with one or more Educational Service Provider in the plan for no less than three years. The District shall work with each Educational Service Provider to contract for other administrative functions to address fiscal or operational inefficiencies or quality of service where appropriate.

1.2. Contingency Plan for Supports and Implementation of the Education Plan (Plan B). The District also shall work with each Educational Service Provider included in the District's plan for educational services and supports defined to develop contingency arrangements for all reasonable scenarios in the District that involve a closure, transfer, or merger of an existing schools within the District. The scenarios must be developed and reviewed on a semi-annual basis. These reviews must be completed by March 31 and September 30 each year. The District shall develop its contingency plan (Plan B) in collaboration with Berrien RESA and any Educational Service Provider included in the plan before submission to the State Superintendent, and only may be submitted with the prior written approval of the District's Superintendent, the Superintendent of the Berrien RESA, and the Consultant.

1.3 Approval Process.

(a) The District shall provide its plan described in section 1.1 of this Education Plan ("**Plan A**") to the State Superintendent by August 15th of each year for review and approval by the State Superintendent. Plan A must include: (*i*) documentation of needs for the District and/or schools; (*ii*) capacities for services that will be conducted internally by the District and/or schools and those to be performed by an Educational Service Provider identified in the Plan; and (*iii*) timelines, deliverables, and services (such as: targeted technical assistance, professional learning, etc...) to be performed under Plan A. If more than one Educational Service Provider is identified in Plan A, the District shall include information documenting how multiple entities will collaborate and coordinate the provision of services, and justifying use of multiple providers. The State Superintendent prefers that services are bundled when possible to ensure the efforts are focused and cohesive in nature.

(b) The State Superintendent shall approve or disapprove a plan submitted under section 1.3(a) of this Education Plan within 14 calendar days of receipt. If disapproved, the District may revise and submit a new plan and documentation within 14 calendar days of disapproval. Should a second disapproval be considered, both parties would meet and discuss compliance with the education plan prior to a second disapproval being issued.

(c) If Plan A is approved by the State Superintendent, the District may contract with an Educational Services Provider. The contract must be reviewed and approved by the Superintendent of the District and the Consultant and be consistent with the Financial Operating Plan. A copy of the contract must be submitted to MDE as an assurance with the district improvement plan for the District (the "**DIP**"). Failure to meet contract obligations to the Educational Service Provider is a material breach for purposes of section 9 of this Education Plan.

2. **District Improvement Plan (Working Education Plan).** The District shall revise its current DIP, which will serve as the District's working education plan under this consent agreement, and the basis for any subsequent revisions of reform plans, school improvement plans (each a "SIP"), or other required activities under this consent agreement. The revised DIP must address the requirements in sections 2.1 to 2.9 of this Education Plan.

2.1. Cross-Cutting Big Ideas.

(a) The District has engaged in multiple building- and district-wide reviews of data over the last three school years as a part of the requirement to develop reform plans for District schools identified as priority schools currently implementing plans under the purview of the State School Reform/Redesign Office. The District shall review these data to identify two to three cross-cutting big ideas designed to yield academic improvement for all students. These ideas shall serve as the goals for the revised DIP.

(d) To support the two to three cross-cutting big ideas focused on improved academic achievement, the District shall incorporate the key indicators from its district systems review into the measurable objective and strategy components of the DIP. The indicators selected should be those most useful in aiding the successful implementation of the DIP goals, including one or more of the following:

(1) developing a system to actively attract, recruit, select, train, evaluate, and retain high quality staff on the central office and building level;

(2) requiring District leaders to use data to hold themselves and school leaders accountable for progress at all levels;

(b) The District shall engage support personnel from the MI Excel Technical Assistance program, or regional assistance grant programs, that were identified to provide support to the District's priority schools, and who collaborated with the District in this data initiative, in the DIP revision process. The District shall allow any Educational Service Provider used by the District to review the DIP prior to its submission to MDE, and provide written acknowledgement of the review, along with any comments regarding the Educational Service Provider's role in the planned activities. If an Educational Service Provider does not provide written acknowledgement, the District shall request written acknowledgement from the Educational Service Provider and provide documentation of any such request to MDE. Failure of the District to provide documentation of its attempts to obtain a required written acknowledgement is a material breach for purposes of section 18.

Goals and Content Subject Areas. The District shall revise its DIP to develop specific strategies for each of the core subject areas (language arts, mathematics, science, and social studies) to align student expectations with Michigan's career and college- ready standards.

The District also shall address elective content offerings and instructional strategies to align with existing standards, as well as the Michigan Merit Curriculum. Cross- cutting practices, such as reading, writing, and numeracy skills across content areas also must be addressed in the revised DIP.

(1) **Grade Level Bands and Special Populations.**

(a) The District shall develop a specific strategy for each of the following grade bands or special populations:pre-school through early elementary;

(2) upper elementary;

(3) middle school;

(4) high school;

(5) English language learners (across all grade spans);

(6) students with disabilities (across all grade spans); and

(7) career and technical education or alternative education students.

(b) The District shall use existing achievement and other data from current students in each school within the District (both formative and summative assessment data aligned to the content standards as outlined in the previous section) to inform decisions to support instructional and learning programming for the populations identified in section 2.3(a) of this Education Plan.

(c) The District shall include a strategy to use each of the cross-cutting big ideas to address each of the populations identified in section 2.3(a) of this Education Plan.

2.2. Alignment of Programs. The District shall review progress on the implementation of the revised DIP using student achievement data and other locally- identified data, in coordination with each Educational Service Provider, if any. The District shall identify programs and strategies that are not aligned with the DIP goals, not being implemented with fidelity to the DIP goals, or those that may be at cross-purposes with other programs and strategies and then revise or eliminate those programs and strategies to assure consistency with the DIP goals. Alignment information must be included in any revised DIP.

2.3. Outcomes and Considerations for Monitoring Progress. The District shall identify a series of short-term tangible outcomes on a quarterly basis that support progress on the cross-cutting big ideas identified in the DIP. The outcomes must be identified by the District based on outcomes for which the District can provide data and determine whether the District is meeting the outcome through its own calculation. The outcomes must focus on both implementation progress and student performance in each goal, population identified in section 2.3(a) of this Education Plan, and content area identified in the revised DIP, which must be used to document progress in implementing this Education Plan. The District shall report outcomes on a quarterly basis to MDE and MDE may monitor the outcomes through parallel monitoring efforts, including the monitoring of progress on reform plan implementation, monitoring of federally-funded programs, and monitoring of education efforts for special needs populations. The District may contract with an Educational Services Provider to support this function. Failure of the District to meet the targeted benchmarks based on these outcomes is a material breach for purposes of section 18.

2.4. Strategies for Climate and Culture Improvements and Student Engagement.

(a) The District shall revise its DIP to include specific strategies for improving the climate and culture of all schools in the District. Each component of the revised DIP shall have a strategy to improve student engagement in instruction and the focus on student achievement in these areas. As the District implements this Education Plan, individual school improvement or reform plans for each school within the District must include a focused program to improve climate and culture, including, school safety and security, student and staff attendance, student behavior, parent engagement, and truancy and tardiness. The District shall identify specific outcomes for each of these conditions for quarterly benchmarks to monitor progress.

(b) The District shall develop clear, outcomes-based benchmarks for progress that will be monitored at the discretion of the State Superintendent. The District shall include these benchmarks in its quarterly benchmark report and failure to do so is a material breach for purposes of section 18.

2.5. Professional Learning Communities Plan (Plan C). Professional learning opportunities for District educators are a critical component for effective implementation of academic strategies identified by the District in both the DIP and individual school plans. To ensure effective implementation of this Education Plan, the District shall incorporate the use of professional learning communities, or other collaborative, job-embedded, research- based professional learning practices, as the primary means of professional development. The communities should meet at least two hours per month using protocols aligned to MDE's standards for professional learning. The District shall develop a professional learning communities plan with its Educational Service Provider, if any, or any other consultant that will focus all leadership on the major components of the DIP as well as the student learning outcomes on a monthly basis at a minimum. Failure of the District to implement some form of standards-based professional learning is a material breach for purposes of section 18.

2.6. Assessment of Student Learning Plan. The District shall develop a plan for formative and summative assessment of student learning for each of the populations identified in section 2.3(a) of this Education Plan and content area identified in sections 2.2 and 2.3 of this Education Plan. The District shall identify an assessment strategy that is consistent from year to year, and is used to inform instructional decisions in accordance with the cross-cutting big ideas and goals of the revised DIP. The assessment plan must be approved by the State Superintendent. The District may contract with an Educational Services Provider to assist with selection of assessments, implementation of the plan, and review of data to inform instructional decisions based upon these assessments.

2.7. Alignment of Curriculum and Instruction. The District shall develop a comprehensive curriculum that incorporates the content standards and instructional learning sequences approved by the State Board of Education. The curriculum must include a common instructional sequence for core topic areas across all grade levels and address learning progressions in core topics to ensure that student understanding is developed progressively from Kindergarten through 12th grade. The District shall align strategies for climate and culture under section 2.6 of this Education Plan, professional learning community activities under section 2.7 of this Education Plan, and assessment of student learning under section 2.8 of this Education Plan when implementing the aligned curriculum. The District must utilize tools provided by MDE, Berrien

RESA, or other providers to evaluate the implementation of the aligned curriculum, including any surveys of enacted curriculum. English language arts and math curricula should be in place by September 1, 2016. A timeline and benchmarks for a complete K-12 comprehensive curriculum must be submitted by August 15, 2016 to the State Superintendent.

2.8. Approval Process.

(a) The District shall revise the DIP within the ASSIST platform on the AdvancEd website, using the existing DIP structure and format. Additional Education Plan details must be uploaded as an assurance, along with the detailed timeline and benchmarking outcomes to evaluate progress in implementation. Following receipt of a revised DIP annually onJuly 15th, MDE shall evaluate the DIP and all components within 10 business days, and make a recommendation to the State Superintendent. The State Superintendent shall approve or disapprove the revised DIP and components at the State Superintendent's sole discretion. If approved, the District shall implement the revised DIP. If disapproved, MDE shall provide the district with feedback within 10 business days. After receipt of feedback, the District shall revise and resubmit the DIP within 30 business days. Second disapproval of a DIP is a material breach for purposes of section 18.

(b) The deliverables detailed in sections 2.10.1 to 2.10.5 must be provided through the ASSIST platform.

2.10.1. Revised DIP. Annual submissions of a revised DIP must be completed by June 30th of each year. Each revised DIP must include goals for each content area described in section 2.2 of this Education Plan, strategies and activities for each of the populations identified in section 2.3(a) of this Education Plan, goals and strategies for improvement of climate and school culture under section 2.6 of this Education Plan, a plan for implementation of professional learning communities under section 2.7 of this Education Plan, and activities for curriculum and instructional alignment and implementation under section 2.8 of this Education Plan.

2.10.2. Cross-cutting Big Ideas. Revisions to cross-cutting big ideas must be submitted annually with each revised DIP.

2.10.3. Strategy Alignment Actions. By July 15th of each year, the District shall prepare and submit a list of programs being reviewed for alignment under section 2.4 of this Education Plan. By September 1st of each year, the District shall conduct a similar review each year for each school in the District, which must be identified in each school's SIP.

2.10.4. Baseline data for the populations. The District shall provide a summary of baseline data results that will be used to identify potential issues to be addressed by strategies and activities of the DIP under sections 2.2 and 2.3 of this Education Plan. The District shall include data based upon the assessments identified in section 2.8 of this Education Plan for the current and previous year. A summary of the data must be submitted by June 30th of each year. By September 1st of each year, subsequent submissions must be included for in the SIP for each school within the District.

2.10.5. Benchmarks for Implementation and Student Outcomes. The District shall provide a schedule of quarterly progress benchmarks based upon both observable data and student learning outcomes for the school year as an assurance for the revised DIP through the ASSIST platform on or by July 15th of each year. The District also shall provide a comprehensive plan for student assessment based upon section 2.8 of this

Education Plan. Subsequent benchmarks must be included in each annual submission of a revised DIP. Data collected during the monitoring process must be provided on a quarterly basis, along with any revised benchmarks developed through formative assessment of progress by the District or any

Educational Service Provider. Strategies designed to directly support student achievement shall be implemented based upon the Instructional Learning Cycle promoted by the MI-Excel program. Teachers within the District shall identify monthly outcomes to determine growth and shall gather student performance data to review progress and modify instruction as needed to support learning outcomes. The District shall gather data monthly and make the data available to MDE for progress monitoring on a quarterly basis as requested by the State Superintendent.

2.10.6 Program Evaluation. The District shall use MDE's program evaluation tool on an annual basis to make improvements in the District's plan design and implementation based on student achievement and subgroup achievement gap closure.

3. Revision of School Improvement Plans.

(a) The District shall revise the SIP for each school within the District to meet the unique needs of the student populations within the school. Any modified SIP must be aligned with the DIP and strategies and activities under the DIP.

(b) The District shall revise each SIP to satisfy the requirements of sections 3.1 to 3.3 of the Education Plan.

3.1. Revision & Benchmarking of Implementation of Priority School Plans. Due to limited success of the implementation of the reform/redesign plans for priority schools, the District shall develop an implementation plan and benchmarks to ensure that any priority school within this District can engage in a successful turnaround effort including:

(1) *Benton Harbor High School,* which was first identified as a persistently low achieving school in 2010, resulting in a reform plan, which was revised in 2013, and while the school was awarded a school improvement grant (a "SIG") in 2014; the District voluntarily opted out of the SIG for the remaining two years;

(2) *STEAM Academy at MLK,* which was first identified as a priority school in 2012, resulting in a reform plan, and repeated priority school status in 2013 and 2014;

(3) *International Academy at Hull,* which was first identified as a priority school in 2013, resulting in a reform plan, and repeated priority status in 2014, and while the school was awarded a SIG in 2014, the District has voluntarily opted out of the SIG for the remaining two years;

(4) *Montessori Academy at Henry C Morton,* which was first identified as priority school in 2013, resulting in a reform plan, and repeated priority school status in 2014, and while the school was awarded a SIG in 2014, the District has voluntarily opted out of the SIG for the remaining two years.

The District shall include in the contingency plan under section 1.2 of this Education Plan for any priority school within the District all of the following:

(1) reform plan revisions based upon monitoring recommendations from MDE;

(2) possible scenarios that include the transfer of any school to the state school reform/redesign district as a result of poor implementation or unsuccessful outcomes of the reform plan for the school, or required implementation of other models or considerations for the high school (such as implementation of a restart model, or other changes), including measures addressing implications for students in the school and impact on the district as a whole;

(3) possible scenarios related to transition of school buildings due to grade level changes in District schools for financial or programmatic reasons, possible changes in local districts or public school academies that would result in a gain or loss of District students, or other considerations that could cause dramatic changes in the number of students in a given school in the district, including any scenarios and plans for the high school developed with an Educational Service Provide or the Consultant, or both.

The revised plan and contingency plans must be provided within 30 calendar days of a request by the State Superintendent or submitted with a semi-annual contingency plan under section 1.2.

3.2. Priority School Reform/Redesign Plans and School Improvement Grant Efforts. Three District schools (International Academy at Hull, Montessori Academy at Henry C Morton, and STEAM Academy at MLK) have been identified as priority schools and a reform/redesign plan for each school and monitoring by the State School Reform/Redesign Office requiring a reform/redesign plan monitored by the State School Reform/Redesign Office. Each reform/redesign plan must align with and include all components of the DIP. While two of these schools (International Academy at Hull and Montessori Academy at Henry C Morton) were awarded SIG grants in August 2014, the District has voluntarily opted out of the SIG for the remaining two years.

3.3. Alignment of Models for All Schools within the District. Other schools within the District not identified for reform/redesign plans must modify current and future SIPs to address the needs of students and the District shall select activities and strategies for these schools that will provide consistency, maximize the use of resources and promote desired student results in both priority and non-priority schools in the District. The District is not required to identify and implement a full reform/redesign plan for a non-priority school and instead should submit any SIP required by MDE.

3.4. Benchmarking. The District's SIPs shall identify a set of quarterly benchmarks for progress for each strategy or activity identified in the SIP. These benchmarks must identify a quantifiable or documentable outcome for the specific activity based on either implementation metrics (for strategies and activities that are not specifically linked to student's academic progress) or student performance metrics and leading indicators as identified by the State School Reform/Redesign Office for schools implementing one of the four turnaround models under MCL 380.1280c. Benchmarks for progress must be based upon actual data for each indicator. The District shall monitor the benchmarks and share the data on a quarterly basis with the State Superintendent as requested.

3.5. Approval. The District shall revise each school reform/redesign plan consistent with any feedback received from the State School Reform/Redesign Office and also shall revise each SIP for other district schools within the ASSIST platform on the AdvancEd website, using the

existing structure and format of the appropriate plan for each school in compliance with sections 3.4.1 and 3.4.2 of this Education Plan.

3.5.1. If a revised reform/redesign plan is required, the date for submission and review will be determined by the State School Reform/Redesign Office.

3.5.2. Each SIP and SIP component are subject to the approval of the State Superintendent. After receipt of a revised SIP, MDE, on behalf of the State Superintendent, shall evaluate the SIP within 30 calendar days, and make a recommendation to the State Superintendent. The State Superintendent shall approve or disapprove the revised SIP at the State Superintendent's sole discretion. If approved, the District shall proceed in implementing the revised SIP. If disapproved, MDE shall provide feedback to the District within 30 calendar days. The District shall revise and submit the revised SIP to MDE within 30 calendar days. If the revised SIPs and/or Reform/Redesign Plans are again disapproved, this shall result in a material breach of the Consent Agreement, per Section 9 of this Plan. Second disapproval of a SIP is a material breach for purposes of section 18.

4. Staff Support and Screening for Removal and Replacement.

(a) To ensure quality instruction and service to students while addressing the District's financial emergency, the District shall implement the strategies detailed in sections 4(b) to 4(f) of this Education Plan by the end of the 2016-17 school year.

(b) The District shall use a collaborative process of evaluating educators and administrators that utilizes student growth as a significant factor, and identifies strategies to support ongoing practice.

(c) The District shall identify a set of competencies that will be used to screen all District staff and shall use these competencies in an objective manner to remove ineffective staff, and to remove the least effective staff in the event of layoffs or staff reductions. These competencies must be focused on high-leverage instructional practices that result in significant student growth aligned with rapid-turnaround considerations of the reform/redesign models for any priority schools.

(d) The District shall identify strategies, including non-financial incentives, to reward educators that demonstrate increased student achievement and implement strategies for promotion and career growth.

(e) The District shall identify strategies to recruit and retain high-quality staff to meet the needs of District student, including strategies for development of instructional leaders within each school and those based upon demonstrated student growth indicators.

(f) The District shall remove an educator, administrator, or other employee evaluated pursuant to state requirements or a local contract, who after multiple opportunities to improve has not effectively increased student outcomes or school operations consistent with MCL 380.1249. The District shall utilize consideration of rapid turnaround competencies for priority schools in the District and shall remove administrators in these schools without such competencies.

(g) The District may consult with its Educational Service Provider and the Consultant to provide guidance to address these strategies or to specifically assist the District develop and apply screening criteria for all staff to accommodate fiscal decisions made under the consent

agreement.

(h) Beginning with the 2016-17 school year, the District shall screen and replace teaching staff based upon the identified set of competencies for all teachers only if teachers are available to replace these staff members. The screening process may use educator evaluations, student data, observations, and other relevant data. Teaching staff not meeting the screening criteria must be removed from the District. The replacement of 50% or more of building teaching staff is not required under this section 4(f). If a similar screening was conducted for a specific school on or after January 1, 2013, then the results of that screening satisfies the screening requirement under this section 4(f).

(i) Early- childhood programs (pre-kindergarten), programs for students with disabilities, and all other programs or grade bands or age-level groups that are identified in law, regulations, federal or state guidance, or grant criteria must meet staffing requirements and student-teacher ratios identified in the applicable requirement.

(j) If a vacancy arises in the position of District Superintendent, the District shall work with Berrien RESA to create a request for proposals to solicit an accomplished talent recruiter to assist the District in actively recruiting a District Superintendent with turnaround competencies and demonstrated results in instructional improvement. MDE must approve the request for proposal (RFP), contribute to a context-specific job description for the District superintendent position, and participate in a transparent, community-involved process for selecting a new District Superintendent.

5. **Timeline and Implementation of Plans.** The District shall follow the planned annual schedule for monitoring the Education Plan and submitting other relevant plan documents outlined in this agreement as noted in Appendix A.

6. **Funding Considerations.** Activities required of the District under this Education Plan shall be implemented in a manner consistent with the consent agreement, including the District's Financial and Operating Plan. If the District is using an Educational Service Provider, the District shall seek opportunities to collaborate with the Educational Service Provider in the development of any grant proposals and the development of the consolidated application for federal funding, subject to approval by the Consultant.

7. **Sustainability.** In addition to requirements of section 5 of this Education Plan, the District shall develop and implement plans in a sustainable manner. The District shall develop fiscal and organizational models based upon student enrollment data, staffing data, and data from the education resource survey to ensure that measures proposed or implemented in the DIP and SIPs can be sustained over at least five years. The District shall review its plans on a quarterly basis with the Consultant, any Educational Service Provider used by the District, and the Board to assure the sustainability of the plans.

8. **Monitoring.** The District shall provide implementation information and data on benchmarks as requested by the State Superintendent on a quarterly basis by February 28, May 31, August 30, and November 30 of each year. MDE may monitor progress, review documentation, and communicate with District personnel responsible for program implementation, conduct site visits to District schools and offices, and communicate with Education Plan stakeholders. MDE may meet at least quarterly with the District to review this information and with the Consultant, District administrators and staff, and Educational Service Providers to provide feedback on the implementation of this Education Plan, and ongoing review of the District's progress.

9. Compliance, Material Breach, and Waivers. The District shall comply with this Education Plan. Failure of the District to comply with this Education Plan is a breach of the Consent Agreement and may result in the measures identified in section 18. The State Superintendent has the authority to determine whether a breach of this Education Plan has occurred. If a material breach is declared, the State Superintendent shall provide the District with the right to appeal the decision. If the District exercises the right to appeal the decision, then the District may have a hearing challenging the State Superintendent's decision within twenty (20) days of the Superintendent's decision to find a material breach. The State Superintendent may waive a provision of this Education Plan if, in the State Superintendent's sole discretion, the District demonstrates good cause for the waiver. No waiver or satisfaction of a condition of nonperformance of an obligation under this Education Plan will be effective unless it is in writing and signed by the State Superintendent, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation. The lack of a specific action by the State Superintendent shall not be construed as a waiver of a provision of this Education Plan.

10. Effectiveness; Date. This agreement will become effective when all of the parties have signed it and the agreement has been approved by the State Superintendent. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) and is also approved by the State Superintendent.

[*continued on next page*]

APPENDIX A

Planned Annual Schedule for Monitoring and Plan Submission for the Benton Harbor Area Schools (BHAS) to address Implementation of Long Term (2015-19) Education Plan.

Task (Responsible Parties)	Relevant Deadline Dates by School Year			
Plan for Educational Services and Supports-Plan A (BHAS)	8/15	8/15	8/15	8/15
DIP Summer Benchmark Using Year End Data (BHAS)	8/19	8/18	8/24	8/23
Monitoring of DIP Summer Benchmark (MDE)	8/26	8/25	8/31	8/30
School Improvement Plan Submission (All BHAS Schools)	9/1	9/1	9/1	9/1
K-12 English/Language Arts and Mathematics Curriculum Implemented (BHAS)		9/1		
Contingency Plan-Plan B (BHAS)	9/30	9/30	9/30	9/30
DIP Fall Benchmark (BHAS)	11/20	11/18	11/17	11/16
Monitoring of DIP Fall Benchmark	12/4	12/2	12/1	11/30
DIP Winter Benchmark (BHAS)	2/26	2/24	2/23	2/22
Monitoring of DIP Winter Benchmark (MDE)	3/5	3/3	3/2	3/1
Contingency Plan-Plan B (BHAS)	3/31	3/31	3/31	3/31
DIP Spring Benchmark (BHAS)	5/20	5/19	5/18	5/24
Monitoring of DIP Spring Benchmark (MDE)	5/27	5/26	5/25	6/7
K-12 Comprehensive Curriculum, timeline and		8/15		
District Improvement Plan Submission (BHAS)	7/15	7/15	6/30	6/28
Needs and Capacities Assessment		6/30		
Task (Responsible Parties)	2015-16	2016-17	2017-18	2018-19

Each party is signing this agreement on the date stated opposite that party's signature.

BENTON HARBOR AREA SCHOOLS

Date: May____, 2016 By: _____
Benton Harbor Area Schools, Board of Education

Date: May 24, 2016 By: _____
for N.A. KHOURI STATE TREASURER

SIGNING BY STATE SUPERINTENDENT

As required by section 8(1) of the Local Financial Stability and Choice Act, 2012 PA 436, as amended, MCL 141.1548(1), because this agreement contains an educational plan, this agreement is signed by the superintendent of public instruction on the date indicated.

Date: May____, 2016

_____
Brian J. Whiston
Superintendent of Public Instruction

4815-2301-3680.4

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