

COOPERATIVE AGREEMENT

This cooperative agreement is between BENTON HARBOR AREA SCHOOLS, a Michigan general powers school district (the "**District**") and the STATE SCHOOL REFORM/REDESIGN DISTRICT, a Michigan school district, (the "**SSRRD**").

The District is a general powers school district under The Revised School Code, 1976 PA 451, as amended, MCL 380.1 to 380.1852 (the "**Code**").

The SSSRD was created under section 1280c of the Code, MCL 380.1280c, and is a school district for purposes of section 11 of article 9 of the Michigan Constitution of 1963 and for receiving state school aid under The State School Aid Act of 1979, 1979 PA 94, as amended, MCL 388.1601 to 188.1696 (the "**State Aid Act**"), and is subject to the leadership and general supervision of the State Board of Education over all public education under section 3 of article 8 of the Michigan Constitution of 1963. The SSRRD is a body corporate and governmental agency.

Under section 11a(4) of the Code, MCL 380.11a(4), a general powers school district may enter into agreements, contracts, or other cooperative arrangements with other entities, public or private, including another school district or an intermediate school district, or join organizations as part of performing the functions of the school district.

In May 2017, the District entered into a partnership agreement (the "**Partnership Agreement**") with the Michigan Department of Education to address deficiencies in academic performance at three District schools—the Dream Academy Alternative High School of Choice, the International Academy at Hull, and STEAM at MLK—each of which were among the lowest achieving five percent of all public schools in Michigan.

The District seeks a cooperative arrangement with the SSRRD to address its on-going issues with academic performance and turnover of administrative personnel on a district-wide basis and intends to terminate the Partnership Agreement. The following school buildings will be covered by this Agreement:

1. Benton Harbor High School
2. Arts & Communications Academy
3. International Academy at Hull
4. STEAM Academy at MLK
5. Discovery Enrichment Center
6. Global Dual Language School
7. Dream Academy Alternative High School of Choice

The SSRRD wants to enter into a cooperative arrangement with the District under section 11(a)(4) of the Code, MCL 380.11a(4), to assist the District in increasing academic achievement by students throughout the District and to authorize the District to exercise certain powers and duties vested in the SSRRD under the Code.

The parties therefore agree as follows:

1. **Chief Executive Officer.**

(a) The superintendent of the District (the "**Superintendent**") is hereby designated as the chief executive officer for the District (the "**CEO**"). As CEO, the Superintendent shall exercise all of the powers and duties otherwise vested by law in the school board of the District (the "**Board**"), except those relating to taxation or borrowing. The CEO also shall exercise any additional powers and duties vested in the CEO by this agreement. The powers and duties vested in the CEO under this section 1 include all of the following:

- (1) authority over the expenditure of all District money attributable to District students, including proceeds of bonded indebtedness;
- (2) powers and duties under any collective bargaining agreement or employment contract with employees of the District;
- (3) prosecution and defense litigation;
- (4) powers and duties under state law, rules, and common law;
- (5) authority to delegate any of CEO's powers and duties to 1 or more designees, with proper supervision by the CEO;
- (6) termination of any contract or portion of a District contract, except as provided in section ~~06(b)~~, without terminating or diminishing an obligation of the District to pay legally authorized bonds or affecting a collective bargaining agreement; and
- (7) authority to enter into agreements, contracts, or other cooperative arrangements with other entities, public or private, including another school district or an intermediate school district to assist the District or the academic performance and growth of District students, or both.

(b) Consistent with section 1280c(6) of the Code, MCL 380.1280c(6), a contract or portion of a contract terminated by the CEO under this section 1 is void.

(c) The Board shall not exercise a power or duty vested in the CEO under this section 1, but may advise the CEO on the exercise of those powers and duties. The CEO may consult with and the Board on the exercise of powers and duties vested in the CEO under this agreement and also ~~may~~ provide monthly reports to the Board on the CEO's exercise of powers and duties vested in the CEO under this agreement.

(d) Officers, employees, agents, and contractors of the District shall promptly and fully provide the assistance and information requested by the CEO to effectuate the CEO's powers and duties under this agreement.

2. **CEO.** The Board shall not terminate the CEO, suspend the CEO, or place the CEO on administrative leave without the written consent of the SSRRD. If the SSRRD attempts to terminate or suspend the CEO, the SSRRD Officer will consult with the Board before the suspension or termination occurs. The SSRRD Officer will provide the Board with the evidence that supports termination or

suspension and allow a mutually agreed upon third-party to provide input, with the final decision resting with the SSRRD Officer. If a vacancy arises within the office of superintendent of the District, the Board shall not designate an interim superintendent for the district, designate an acting superintendent of the District, appoint a superintendent for the district, or contract for superintendent services without the written consent of the SSRRD. The SSRRD will consult with the Board when a vacancy occurs and notify the Board when a candidate is selected by the SSRRD.

3. **Strategic Plan** The CEO shall adopt and implement a five-year strategic plan for the District to stabilize the District and to improve the academic performance and growth of students in the District (the "**Strategic Plan**") beginning with the 2018-19 school year and ending with the 2022-23 school year. The Strategic Plan must include academic performance and growth measures and be approved in writing by the SSRRD. The CEO may amend the Strategic Plan with the written approval of the SSRRD. The CEO shall recommend that the Board exercise a power or duty retained by the Board under this agreement if the CEO determines that the exercise of that power or duty by the Board is necessary for the implementation of the Strategic Plan.

4. **SSRRD Assistance.** The SSRRD shall assist the District in implementing the Strategic Plan, subject to available appropriated money.

5. **Consent Agreement.**

(a) The District, including the CEO, shall comply with any consent agreement between the District and the state treasurer under section 8 of the Local Stability and Financial Choice Act, 2012 PA 436, as amended, MCL 141.1548 (a "**Consent Agreement**").

(b) The CEO shall not terminate any Consent Agreement.

(c) The parties intend for this agreement to also serve as an educational plan for the district under any Consent Agreement.

6. **Reports.**

(a) The CEO shall report not less than annually to the Board and the SSRRD on the progress in implementing the Strategic Plan, including an assessment of changes in academic performance and growth by District students.

(b) The SSRRD may require the CEO to provide the SSRRD with other reports relating to the Strategic Plan, academic performance of District students, progress assessments, and other analysis or information relating to the District. The CEO shall provide the secretary of the Board with a copy of any report provided to the SSRRD under this section 6(b).

7. **Term.** This agreement is effective beginning on the effective date under section 14 through June 30, 2023.

8. **SSRRD Designee.** The SSRRD may designate an individual within the SSRRD to perform the SSRRD's powers and duties under this agreement.

9. **Modification; Waiver.** No amendment of this agreement will be effective unless it is in writing and signed by the parties. No waiver under this agreement will be effective unless it is in writing

and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on another occasion.

10. **Severability.** The parties acknowledge that if a dispute between the parties arises out of this agreement they would want the court to interpret this agreement as follows:

(a) With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable, or, if that modification is not permitted by law, by disregarding that provision;

(b) if an unenforceable provision is modified or disregarded in accordance with this section 10, then the rest of the agreement will remain in effect as written;(c) by holding any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and

(d) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.

11. **Counterparts.** If the parties sign this agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.

12. **Governing Law.** Michigan law governs all adversarial proceedings brought by one party against the other party arising out of this agreement.

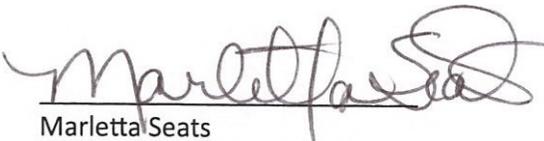
13. **Entire agreement.** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties. This parties intend that this agreement not be construed as a partnership agreement between the District and the Michigan Department of Education for purposes of Michigan law, including the State Aid Act.

14. **Effectiveness; Date.** This agreement will become effective on July 17, 2018. Each party is signing this agreement on the date stated opposite that party's signature.

[SIGNATURE PAGES FOLLOW]

BENTON HARBOR AREA SCHOOLS

Date: June 28

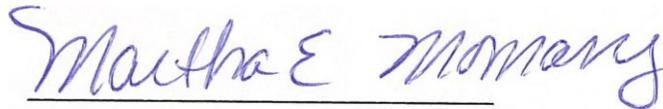
By: 
Marletta Seats
President of Board of Education

CERTIFICATION

I, Martha Momany, Secretary of the Board of Education of Benton Harbor Area Schools certify all of the following:

- (1) that this cooperative agreement was approved and the signing of the cooperative agreement by the President of the Board of Education of Benton Harbor Area Schools was authorized on behalf of Benton Harbor Area Schools by the Board of Education of Benton Harbor Area Schools by a resolution adopted at a _____ meeting of the Board of Education held on June __, 2018;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Date: JUNE 28, 2018


Martha Momany
Secretary of the Board of Education

STATE SCHOOL REFORM/REDESIGN DISTRICT

Date: JUN 28, 2018

By: Dedrick Martin

Dedrick Martin
State School Reform/Redesign
Officer

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