

KALAMAZOO PUBLIC SCHOOLS  
Office of the Superintendent  
1220 Howard Street  
Kalamazoo, MI 49008  
Telephone (269) 337-0123 | TDD (269) 337-0152  
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January 9, 2024

**MEETING ANNOUNCEMENT FOR THE  
KALAMAZOO PUBLIC SCHOOLS BOARD OF EDUCATION**

A regular meeting of the Board of Education of the Kalamazoo Public Schools will be held on Thursday, January 11, 2024, at 7:00 p.m. in the Board Room of the Administration Building, 1220 Howard Street, Kalamazoo, MI 49008. The meeting will be live streamed on Public Media Network on the Live TV Channel PMN 5: <https://www.publicmedianet.org/pmn-discover-live>.

The Board of Trustees, Superintendent, and senior staff will have an informational dinner meeting at 5:30 p.m. in the Superintendent's office area and will also discuss any matters that may come before the Board.

KALAMAZOO PUBLIC SCHOOLS

Karla Murphy, Secretary  
Board of Education

- ❖ Please contact the Superintendent's Office in advance of the meeting if auxiliary aids or services for individuals with disabilities are needed.
- ❖ Official minutes of Kalamazoo Public Schools Board of Education open meetings are available for inspection within eight working days of the meeting at the Superintendent's Office, 1220 Howard Street, Kalamazoo, MI 49008.

**KALAMAZOO PUBLIC SCHOOLS**  
**Board of Education**  
**1220 Howard Street**  
**January 11, 2024 – 7:00 P.M.**  
**AGENDA**

**I. Call to Order**

**II. Pledge of Allegiance**

**III. Election of Officers**

**IV. Acceptance of Agenda**

**V. Attendance**

**VI. Board Recognitions**

**VII. Committee Reports/ School Reports**

**VIII. Correspondence**

**IX. Consent Calendar Items**

**A. Minutes**

1. December 14, 2023, Regular Meeting Minutes
2. January 5, 2024, Special Meeting Minutes

**B. Business and Financial Reports**

1. Purchase Requests 2024-17, 2024-18 and 2024-19

**C. Personnel Matters**

1. Personnel Changes

**D. Other**

**X. Reports and Recommendations**

**A. Superintendent's Update**

**B. Resolution Authorizing Career and Technical Education (CTE) Consortium Agreement**

- XI. Persons Requesting to Address the Board (3-minute individual limit)**
- XII. Other Business**
- XIII. Comments by Trustees/Superintendent**
- XIV. Closed Session (if needed)**
- XV. Next Board of Education Meeting: Thursday, February 1, 2024, at 7:00 p.m.**

KALAMAZOO PUBLIC SCHOOLS  
Board of Education  
1220 Howard Street  
December 14, 2023 – Regular Meeting

**I. Call to Order**

President Harrison called the December 14, 2023, regular Board of Education meeting to order at 7:00 p.m. in the Board Room of the Administration Building, 1220 Howard Street.

**II. Pledge of Allegiance**

The Pledge of Allegiance was recited.

**III. Acceptance of Agenda**

**MOTION:** Secretary Murphy, supported by Vice President Jackson, made a motion to approve the agenda.

**Disposition:** Voice vote; all in favor. Motion carried unanimously.

**IV. Attendance**

Board members present: President TiAnna Harrison, Vice President Jermaine Jackson, Secretary Karla Murphy, Treasurer Maricela Alcala, Trustee Jennie Hill, Trustee Takisha Johnson and Trustee Patti Scholler-Barber. Superintendent Dr. Darrin Slade was also present.

**V. Board Recognitions**

Kalamazoo Central High School recognized Cross Country students Jasper Cane, Samuel Baker, Joseph Spada, Ty Billings, Andrew Wright, Elijah Thompson, Caleb Hirwa, Emilee Rudlaff, Annalist Alkema, Rachel Grice, Lexi Kowalski, Anna Furman and Isabella Frederick.

Kalamazoo Central High School recognized Lady Giants Swim and Dive Team students Maggie Spybrook, Isis Land, Delanie Rimes, Bianca Boldt, Grace Totten, Madison Jones and Kiya Bowman.

Parkwood-Upjohn Elementary School recognized students Zydiora Jones, Jayda Cole, Jaiden Newell, Simon Praedel, Kaelem Helms and TyQuarion Brown.

Northeastern Elementary School recognized students Anneliese Wilrend, Camron Banks, Michael Mitchell, Mya Mitchell, Jasper Mann, Derrion Stewart and Richard Weddington.

**VI. Committee Reports/School Reports:**

Trustee Hill reported that the Policy Committee met on December 1 to finalize Policy 5.2.

## **VII. Correspondence**

Secretary Murphy reported two correspondences that were received via email earlier last week. Both issues were resolved this week.

## **VIII. Consent Calendar**

President Harrison presented the Consent Calendar items.

### **Board discussion:**

None.

**MOTION:** Implied motion to approve the Consent Calendar as presented.

**Disposition:** Voice vote: all in favor. Motion carried unanimously.

**Comments:** No comments were made by the Trustees.

## **IX. Reports and Recommendations**

### **A. Superintendent's Update**

The district is focused on providing the community with multiple opportunities to provide feedback.

Key Communicators - Meet 3-4 times a year and the first meeting was held earlier this week. Key communicators are parents, business people, KPS friends, and community members who care about education and have a desire to help KPS provide the best education possible for our children.

Parent Advisory Council and Teacher Advisory Council - The first meetings for 2023-24 are in January and they happen monthly until May. There is one representative from each building for each group.

The Key Communicators, Parent Advisory Council (PAC) and the Teacher Advisory Council (TAC) are advising bodies to the Superintendent.

Updates are provided to the groups and they, in turn, provide the district with input about programs and issues in the school.

Written Input Opportunity for Each Group at Their First Meeting - You will have a chance to give your input on areas for growth in the district, possible solutions, and discuss what is going well in the district.

**B. Second Reading of Policy 5.2**

Trustee Hill read the policy.

**MOTION:** Trustee Johnson, supported by Trustee Hill, made a motion to accept the new policy.

**Disposition:** Voice vote; all in favor. Motion carried unanimously.

**X. Persons Requesting to Address the Board (3-minute individual limit)**

Public comments/audience participation. No actions taken.

**XI. Other Business:**

Travel Request for Treasurer Alcala was approved by the board.

**MOTION:** Vice President Jackson, supported by Trustee Hill, made a motion to accept the travel requests provided.

**Disposition:** Voice vote; all in favor. Motion carried unanimously.

**XII. Comments by Trustees/Superintendent**

No comments.

**XIII. Next Board of Education Meeting**

President Harrison announced the next Board of Education meeting date: Regular Board of Education Meeting, Thursday, January 11, 2024, at 7:00 p.m.

**MOTION:** Trustee Johnson, supported by Trustee Alcala, made a motion to adjourn the meeting.

**Disposition:** Voice vote; all in favor. Motion carried unanimously.

President Harrison adjourned the meeting at 7:30 p.m.

Respectfully submitted,

Shelby Kroeze, Recording Secretary,  
on behalf of Karla Murphy,  
Secretary, Board of Education

Board of Education  
Special Meeting Minutes  
January 5, 2024

- I. Meeting called to order at 6:18 p.m. by President TiAnna Harrison.
- II. Roll call taken by Secretary Murphy. President TiAnna Harrison, Trustee Jennie Hill, Secretary Karla Murphy, and Trustee Karla Murphy were present in person. Trustee Takisha Johnson attended by phone call. Superintendent Dr. Darrin Slade was also present. Trustee Takisha Johnson departed at 6:36 p.m.
- III. Pledge of Allegiance was performed.
- IV. Acceptance of Agenda was moved by Trustee Sholler-Barber, seconded by Trustee Jennie Hill. Voice motion was 5-0, motion passed.
- V. Organizational meeting commenced. The purpose of the organizational meeting was to discuss Attachment A “Organizational Meeting Agenda”, initially discussed at the September 2023 advance meeting with MASB consultants and retrieved from MASB Templates. Today we reviewed these items in an open meeting to ensure all questions were answered.
  - a. Trustees present discussed the possibility of moving the organizational meeting to July. After reviewing the existing Board of Trustee Bylaws (Attachment B), it was noted that there is nothing specific requiring an organizational meeting. MASB recommends an organizational meeting once a year. Trustee Sholler-Barber noted that due to the state moving elections for School Board in to general elections, timelines previously established may no longer align so this meeting may be of great assistance. Trustees present recommend future organizational meetings be held in January prior to the first Regular Meeting of the year.
  - b. Trustees present reviewed the policy and protocol for establishment of Board officers. Titles and duties are already established in Board of Trustee Bylaws. Some items regarding filling a vacancy exist however midyear vacancies do not. It was determined that the process for filling these should be addressed in the Board Operational Procedures, which will be a whole Board goal to address in the coming year (2024).
  - c. Trustees present reviewed meeting requirements. State law only requires ten (10) School Board meetings annually, of which Kalamazoo Public Schools (KPS) holds at least that. The time and location of these meetings is determined in June as has been in the past, and the schedule is published on the KPS website, on social media, on the doors of the KPS Administration building, and other places in accordance with State Law. This is listed in the Board of Trustee Bylaws, Article 6. Also discussed is who can call special meetings (Article 4.1.3), Methods of calling special meetings (4.1.1), and form and method of notice for regular meetings (4.1.3).
  - d. Trustees present discussed procedures for conducting Board meetings. Agenda format and preparation is covered by Board of Trustee Bylaws Article 4.1.1. Public participation rules

are covered and distributed by KPS Policy 2.1. Rules of Order are specified in Board of Trustee Bylaws Article 6.1.

An additional item was brought up in discussion, which was civility on the floor. Trustee Hill produced an additional document (Attachment C) titled "KPS BoE Board of Trustees' Code of Conduct". After discussion, a 9<sup>th</sup> line item was proposed as written by Secretary Murphy and is transcribed here:

**"Board attendance is expected at all regular, special, and committee meetings."**

This was not voted on nor is it officially part of the Board of Trustees Code of Conduct.

- e. Trustees present discussed current Board committee system and procedures, which are outlined in Board of Trustee Bylaws, Article 5.
- f. Trustees present discussed current compensation system for Board members. This is addressed in KPS Policy 1.3.
- g. Trustees present discussed current compensation system for Board members. Documentation is on file at the KPS Administration building with the Executive Secretary.
- h. Trustees present discussed various ways to fill vacancies on the Board. It was determined that due to this being an Organizational meeting and not a Policy meeting, those present would refer this to the Policy meeting and/or to another day/time when dedicated time to work on Board Operational Procedures was available.
- i. Election of officers was discussed, this is outlined in Board of Trustee Bylaws Article 4.1.
- j. Adoption of schedule of regular board meeting dates was discussed, this is outlined in Board of Trustee Bylaws Article 6.7.
- k. Designation of depositories for school funds was discussed. This information is on file at the KPS Administrative Building with the Chief Financial Officer and her designees.
- l. Law firm, Auditor, and Labor Relations consultants were discussed, and these entities can be found by contacting the Executive Assistant of the Superintendent.
- m. Additional item recommended for review from Secretary Murphy and Trustee Sholler-Barber by the Board and Legal Counsel for the District is Article 6.5 to be reworded as follows:

"6.5 All actions must be approved by a majority vote of a quorum of the Board at a public meeting. A motion is passed by a majority of the Board."

Additional item recommended to be reviewed for addition or to supplement the Board of Trustees' Code of Conduct is Michigan Association of School Board (MASB) document "Board of Education Governance Standards" (Attachment D).

- VI. During this meeting, Dr. Slade requested to move this agenda item to a future meeting to ensure all Trustees received the information at the same time. Secretary Murphy made a motion to remove this agenda item. Trustee Sholler-Barber seconded. Voice vote 4-0 to remove this item to

a future meeting.

- VII. No members of the public were in attendance at this meeting.
- VIII. No board member comments were given at this meeting.
- IX. Next regular Board of Education Meeting: January 11, 2024, at 7:00 p.m.
- X. Meeting adjourned at 7:56 p.m. by Secretary Murphy, second by President Harrison. Voice call of 4-0 in favor.

## KALAMAZOO PUBLIC SCHOOLS

### PURCHASE RECOMMENDATION DATA SHEET

**Board Meeting Date:** January 11, 2024

**Request Number:** 2024-17

**Amount:** \$177,114.00

**Item:** Time and Attendance System

**Cost Center:** 2018 Bond

**Cost Center Representative(s) Attending Board Meeting:** Laura Kayser

**Description of Need:**

This purchase is to replace the current time and attendance system, which was last purchased in 2014, with an updated system that better integrates with our current financial system and provides expanded functionality. Support for our current system will expire at the end of the year.

This purchase request covers all necessary hardware, software and implementation costs.

**Vendor:** Tyler Technologies  
Plano, TX

**Number of Proposals Requested:** 1      **Received:** 1

**Low Bid Accepted?** N/A

Only one bid was requested and received as this purchase is considered a fully integrated expansion of the current financial system.

This proposal reflects annual recurring cost savings of approximately 10% from our current time and attendance system.

**Additional Information:**

The 2018 bond included a system-wide budget for purchase and replacement of technology. This purchase is within the overall parameters of the budget.

**KALAMAZOO PUBLIC SCHOOLS**  
**PURCHASE RECOMMENDATION DATA SHEET**

**Board Meeting Date:** January 11, 2024  
**Request Number:** 2024-18  
**Amount:** \$61,401.50

**Item:** Courseware Licenses

**Cost Center:** ISS General Fund

**Cost Center Representative(s) Attending Board Meeting:** Geoffery Howe

**Description of Need:**

Over the past two years, KPS stakeholders have been working to identify the best software platform for credit recovery. During the summer of 2023, we transitioned to Courseware by Edmentum. We based our initial purchase of licenses on historical use of our former platform.

Over the course of this school year, demand for student licenses has exceeded our expectations. We originally purchased 250 student licenses for the year. We're currently far over that mark in terms of usage, which necessitates moving to a district-wide unlimited license. The fee for the remainder of the 2023-2024 school year is the full year cost, minus a partial year credit from our original license purchase (\$13,642.50). Going forward, the 2024-2025 license cost will be \$92,803.50. Moving in this direction will also help us ensure that we have adequate access to licenses needed for credit recovery across the district and over the summer months.

**Vendor:** Edmentum  
Chicago, IL

**Number of Proposals Requested:** N/A      **Received:** 1

**Low Bid Accepted?** N/A

**Additional Information:**

**KALAMAZOO PUBLIC SCHOOLS**

**PURCHASE RECOMMENDATION DATA SHEET**

**Board Meeting Date:** January 11, 2024  
**Request Number:** 2024-19  
**Amount:** \$318,628.66

**Item:** Maple Street A/V Upgrades

**Cost Center:** 2022 Bond

**Cost Center Representative(s) Attending Board Meeting:** Ian Haight

**Description of Need:**

This purchase is for the equipment and installation of audio and video enhancement systems for classrooms, labs, library, and cafeteria at Maple Street Magnet School for the Arts.

**Vendor:** See attached spreadsheet

**Number of Proposals Requested:** 16      **Received:** 1

**Low Bid Accepted?** N/A

**Additional Information:**

The 2022 bond includes a district-wide budget for the purchase and installation of audio-visual enhancement systems. This purchase is within the overall parameters of that budget.

Total Base Bid Amount \$289,662.42

Contingency 5%      28,966.24

Total      \$318,628.66

**CONTRACTOR RECOMMENDATIONS**

Project: MAPLE STREET MIDDLE SCHOOL A/V UPGRADES

Owner: Kalamazoo Public Schools

CONSULTANT AND DESIGNER: TowerPinkster

Bid Date: DECEMBER 14TH, 2023

<u>BID CATEGORY</u>	<u>RECOMMENDED CONTRACTOR</u>	<u>BID AMOUNT</u>
REMOVAL AND INSTALLATION	CS ERICKSON GRAND HAVEN, MI	\$318,628.66
REPLACEMENT PROECTORS (REMC ITEMS)	DATA IMAGE SYSTEMS WALLED LAKE, MI	\$104,875.32
REPLACEMENT CLASSROOM MICROPHONE SYSTEMS (REMC ITEMS)	LIGHTSPEED TECHNOLOGIES, INC. TUALATIN, OR	\$58,564.00
TOTAL AMOUNT OF AWARD:		<u><u>\$482,067.98</u></u>

KALAMAZOO PUBLIC SCHOOL  
Office of the Superintendent

TO: Board of Trustees

FROM: Dr. Darrin Slade, Superintendent

DATE: January 11, 2024

SUBJECT: Personnel Changes

RECOMMENDATION: It is recommended that the board approve the following employment changes:

I. Employment

A. Professional/Management

**Alyson M. Johnson**, Elementary Music Teacher, Northeastern Elementary School, 12/06/2023

**Stacy L. Smith**, Math Teacher, Milwood Magnet School: A Center for Math, Science and Technology, 12/18/2023

**Amy S. Vliek**, School Social Worker, Itinerant, 12/15/2023

B. Classified

**Omar B. Alston**, Special Education Paraprofessional, Lincoln International Studies School, 12/18/2023

**Maya C. Cooper**, Special Education Paraprofessional, Milwood Magnet School: A Center for Math, Science and Technology, 12/11/2023

**Erika J. Deryke**, Special Education Paraprofessional, Maple Street Magnet School for the Arts, 12/11/2023

**Brittany M. Fields**, Assistant School Secretary, Prairie Ridge Elementary School, 01/09/2024

**Jessica M. Garcia**, Resource Room Special Education Paraprofessional, Kalamazoo Central High School, 12/11/2023

**Shelby K. Kroeze**, Administrative Assistant, Superintendent's Office, 01/08/2024

**Elizabeth R. Majdan-McNett**, Resource Room Special Education Paraprofessional, Kalamazoo Central High School, 12/11/2023

**Ramona L. McDavid**, Special Education Paraprofessional, Loy Norrix High School, 12/11/2023

**Karl L. Pimpleton**, Special Education Paraprofessional, Milwood Magnet School: A Center for Math, Science and Technology, 12/04/2023

II. Promotions/Key Transfers

A. Professional/Management

B. Classified

**Ryann M. Manke**, transfer from Lead Receptionist to Interim Administrative Assistant, Human Resources, 01/08/2024

**Maria I. Nunez-Murillo**, transfer from Instructional Secretary – Title 1 School Improvement to Instructional Secretary – Multilingual & World Languages, Instruction and Student Services, 01/01/2024

**Ashlie S. Stecker**, transfer from Administrative Assistant to Interim Lead Receptionist, Human Resources, 01/08/2024

III. Leaves of Absence

- A. Professional/Management
- B. Classified

IV. Terminations

A. Professional/Management

**Andrea L. Creager**, Secondary Teacher, Maple Street Magnet School for the Arts, 12/21/2023, Resignation

**Brandon A. McNab**, Secondary Teacher, Kalamazoo Central High, 12/21/2023, Resignation

**Caycee E. Sledge**, Executive Director of Instructional and Informational Technology, Instructional and Informational Technology, 01/12/2024, Resignation

**Molly L. Stapleton-Reinhold**, Elementary Teacher, Indian Prairie Elementary, 12/13/2023, Resignation

B. Classified

**Stacey J. Davis**, Lead Secretary, Milwood Magnet Middle, 12/10/2023, Resignation

**Karen Y. Jackson**, Lead Secretary, Winchell Elementary, 01/05/2024, Retirement

**Elaine Willis**, Special Education Paraprofessional, Lincoln Elementary, 12/31/2023, Retirement

V. Termination from Leave of Absence

- A. Professional/Management
- B. Classified

VI. Return from Leave of Absence

- A. Professional/Management
- B. Classified

VII. Lay-offs

- A. Professional/Management
- B. Classified

KALAMAZOO PUBLIC SCHOOL  
Office of the Superintendent

TO: Board of Trustees  
FROM: Dr. Darrin Slade, Superintendent  
DATE: January 11, 2024  
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**Amy S. Vliek**, School Social Worker, Itinerant, 12/15/2023

B. Classified

**Omar B. Alston**, Special Education Paraprofessional, Lincoln International Studies School, 12/18/2023

**Maya C. Cooper**, Special Education Paraprofessional, Milwood Magnet School: A Center for Math, Science and Technology, 12/11/2023

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**Ramona L. McDavid**, Special Education Paraprofessional, Loy Norrix High School, 12/11/2023

**Karl L. Pimpton**, Special Education Paraprofessional, Milwood Magnet School: A Center for Math, Science and Technology, 12/04/2023

II. Promotions/Key Transfers

A. Professional/Management

B. Classified

**Ryann M. Manke**, transfer from Lead Receptionist to Interim Administrative Assistant, Human Resources, 01/08/2024

**Maria I. Nunez-Murillo**, transfer from Instructional Secretary – Title 1 School Improvement to Instructional Secretary – Multilingual & World Languages, Instruction and Student Services, 01/01/2024

**Ashlie S. Stecker**, transfer from Administrative Assistant to Interim Lead Receptionist, Human Resources, 01/08/2024

- III. Leaves of Absence
  - A. Professional/Management
  - B. Classified
- IV. Terminations
  - A. Professional/Management
    - Andrea L. Creager**, Secondary Teacher, Maple Street Magnet School for the Arts, 12/21/2023, Resignation
    - Brandon A. McNab**, Secondary Teacher, Kalamazoo Central High, 12/21/2023, Resignation
    - Caycee E. Sledge**, Executive Director of Instructional and Informational Technology, Instructional and Informational Technology, 01/12/2024, Resignation
    - Molly L. Stapleton-Reinhold**, Elementary Teacher, Prairie Ridge Elementary, 12/13/2023, Resignation
  - B. Classified
    - Stacey J. Davis**, Lead Secretary, Milwood Magnet Middle, 12/10/2023, Resignation
    - Karen Y. Jackson**, Lead Secretary, Winchell Elementary, 01/05/2024, Retirement
    - Elaine Willis**, Special Education Paraprofessional, Lincoln Elementary, 12/31/2023, Retirement
- V. Termination from Leave of Absence
  - A. Professional/Management
  - B. Classified
- VI. Return from Leave of Absence
  - A. Professional/Management
  - B. Classified
- VII. Lay-offs
  - A. Professional/Management
  - B. Classified

X.B.

KALAMAZOO PUBLIC SCHOOLS  
Office of the Superintendent

TO: Board of Trustees

FROM: Dr. Darrin Slade, Superintendent

DATE: January 11, 2024

SUBJECT: Resolution Authorizing Career and Technical Education (CTE)  
Consortium Agreement

RECOMMENDATION: It is recommended that the Board approve the accompanying resolution authorizing the new CTE Consortium Agreement.

RATIONALE: Since 1986, the District has participated in a Kalamazoo County area career and technical education program. The attached resolution and agreement revises the agreement to conform to November 2019 CTE ballot goals, in which voters elected to establish an area CTE program supported by a millage. This resolution authorizes the District Superintendent or designee to sign the 2024 Kalamazoo County CTE Consortium Agreement, substantially in the form as Attachment 1, to make any revisions to that agreement not inconsistent with this Resolution, and to take any other action necessary to implement that Agreement.

## RESOLUTION AUTHORIZING CTE CONSORTIUM AGREEMENT

A regular meeting of the Kalamazoo Public Schools (“District”) Board of Education (“Board”) was held on January 11<sup>th</sup>, 2024 at 7:00 p.m. within the District’s boundaries.

The meeting was called to order by President \_\_\_\_\_.

Present: Members \_\_\_\_\_.

Absent: Members \_\_\_\_\_.

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_:

### Whereas:

1. The District participates in a Kalamazoo County area career and technical education (“CTE”) program under MCL 380.690(3) pursuant to a November 10, 1986 agreement approved by the State Board of Education (“Original Agreement”).
2. The Original Agreement was extended through a series of renewals, with the most recent renewal being reflected in a “Kalamazoo County Consortium Education for Employment Contract” effective from July 1, 2012 through June 30, 2027.
3. In November 2019, Kalamazoo Regional Educational Service Agency electors voted to establish an area CTE program supported by a millage pursuant to MCL 380.681(1).
4. The District desires to revise the current area CTE program to conform with November 2019 ballot goals.
5. The District desires to enter into an agreement to address terms applicable to the revised area CTE program and to establish the process for phasing in the revised program, specifically an agreement substantially in the form as the 2024 Kalamazoo County CTE Consortium Agreement that is attached as Attachment 1.
6. The Board believes that it would be in the District’s best interests to waive any Board Policies and Bylaws applicable to this matter.
7. The Board desires to authorize and direct the District Superintendent or designee to sign the 2024 Kalamazoo County CTE Consortium Agreement substantially in the form as Attachment 1, to make any revisions to that agreement not inconsistent with this Resolution, and to take any other action necessary to implement that Agreement.

### Now, therefore, be it resolved that:

1. The Board authorizes and directs the District Superintendent or designee to sign the 2024 Kalamazoo County CTE Consortium Agreement substantially in the form as Attachment 1,

to make any revisions to that agreement not inconsistent with this Resolution, and to take any other action necessary to implement that Agreement.

2. The Board waives any Board Policies and Bylaws applicable to this matter.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: Members

Nays: Members

Resolution declared adopted.

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Secretary, Board of Education

The undersigned, duly qualified and acting Secretary of the Board of Education of Kalamazoo Public Schools, Michigan hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said Board of Education at a special meeting held on \_\_\_\_\_, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, PA 1976, as amended).

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Secretary, Board of Education

Attachment:

2024 Kalamazoo County CTE  
Consortium Agreement

## 2024 KALAMAZOO COUNTY CTE CONSORTIUM AGREEMENT

This Kalamazoo County CTE Consortium Agreement (“Agreement”) is effective January 1, 2024 and made by and between the following: Kalamazoo Regional Educational Service Agency (“KRESA”), Climax-Scotts Community Schools, Comstock Public Schools, Galesburg-Augusta Community Schools, Gull Lake Community Schools, Kalamazoo Public Schools, Parchment School District, Portage Public Schools, Schoolcraft Community Schools, and Vicksburg Community Schools (aside from KRESA, the “Local Districts”) (KRESA and the Local Districts collectively, the “Schools”).

### Whereas:

1. The Schools established an area career and technical education (“CTE”) program under MCL 380.690(3) pursuant to a November 10, 1986 agreement approved by the State Board of Education (“Original Agreement”), creating the Eastern and Southern Kalamazoo Valley Vocational-Technical Education Consortium.
2. The Schools extended the Original Agreement through a series of renewals, with the most recent renewal being reflected in a “Kalamazoo County Consortium Education for Employment Contract” effective from July 1, 2012 through June 30, 2027 (“2012 Renewal Agreement”).
3. In November 2019, KRESA electors voted to establish an area CTE program supported by a 20-year 1.0 mil millage pursuant to MCL 380.681(1) (“Millage”).
4. The Schools currently operate an area CTE program primarily at local school sites.
5. The Schools desire to revise the current CTE area program to conform with November 2019 ballot goals, including to reflect the creation of a centralized career center operated by KRESA (“Career Connect Campus”) and satellite locations, which will largely shift CTE programming away from local school sites and to the Career Connect Campus and satellite locations.
6. The revised area CTE program will be a pilot program focused on state-of-the-art technology use, career readiness and exploration, high school program design, and community collaboration; the CTE program is explained in the KRESA May 1, 2019 community publication entitled “Designing a World-Class Career & Technical Education (CTE) System.”
7. The Career Connect Campus is expected to be completed around July 1, 2025.
8. The Schools desire to enter into this agreement to address terms applicable to

the revised area CTE program and to establish the process for phasing in the revised program.

**Now Therefore**, in consideration of the mutual promises and benefits set forth below, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each School, the Schools agree to the terms and conditions below.

1. **Original Agreement Sunset.** Through June 30, 2025, the Schools shall continue operating under the Original Agreement as renewed by the 2012 Renewal Agreement. Effective July 1, 2025, the Original Agreement as renewed shall terminate and the terms of that Original Agreement as renewed shall have no force and effect and no School shall have any further liability or responsibility under that Original Agreement as renewed, except that each School shall remain responsible for fulfilling its financial obligations for area CTE program operations preceding July 1, 2025.
2. **Revised CTE Program.** Effective July 1, 2025 and through December 31, 2039 (“Term”), the Schools shall operate a Kalamazoo County area CTE program pursuant to the following terms (the “Area CTE Program”):
  - a. **Executive Committee.** The Schools hereby establish an Area CTE Program executive committee composed of two (2) Local District Superintendents, one (1) Local District Business Manager, and the KRESA Executive Director of Career Connect Secondary Programs (the “Executive Committee”). The Executive Committee shall:
    - i. Review Area CTE Program offerings, course schedules, and budgets,
    - ii. Recommend to KRESA Area CTE Program improvements,
    - iii. Recommend to KRESA a process for redistributing Area CTE Program enrollment slots after the original enrollment period, and
    - iv. Perform other tasks as specified in this Agreement or as assigned by KRESA.
  - b. **Fiscal Agent.** KRESA shall be the fiscal agent for all programs offered within the Area CTE Program. As fiscal agent, KRESA shall have the responsibility to collect and disperse money for the operation of such programs. In lieu of directly operating a program within the Area CTE Program, KRESA may contract with a Local District, a school other than a Local District, or a private entity to operate such a program. KRESA shall also have the following responsibilities:
    - i. Ensure that the Area CTE Program complies with CTE program

- requirements in the Revised School Code and applicable administrative rules, including by establishing a Program Advisory Committee pursuant to MCL 380.684(3)(b).
  - ii. Manage the Career Connect Campus and satellite locations.
  - iii. Oversee the Kalamazoo County Career Education Planning District (“CEPD”).
  - iv. Develop and manage the Area CTE Program budget.
  - v. Prepare and submit required State reports.
  - vi. Employ and/or contract all Area CTE Program staff and ensure Program staff, including teachers, are appropriately certified and qualified for the applicable employment position.
  - vii. Distribute and manage slot allocations for programs within the Area CTE Program, as further discussed below.
  - viii. Report on Area CTE Program budget, outcomes, and continuous improvement efforts to the Executive Committee.
- c. Programs. All programs offered as part of the Area CTE Program shall be operated at the Career Connect Campus or a satellite location, as determined by KRESA.
- i. Sessions. KRESA shall operate programs offered at the Career Connect Campus daily on KRESA school days, and each program will operate within one of the following session times: (1) Session 1 – 8:00 AM to 10:00 AM, or (2) Session 2 – 11:45 AM to 1:45 PM. KRESA may modify session start and end times and may add additional sessions after providing the Executive Committee an opportunity for input.
  - ii. Offerings. By January 15 of each school year during the Term KRESA shall determine program and section offerings for the next school year. KRESA shall make the same determination by January 15, 2025 for the 2025-26 school year.
  - iii. Alteration. KRESA may add, remove, or modify a program or program section after providing the Executive Committee an opportunity for input.
- d. Program Slots Allocation. KRESA shall allocate to each Local District a proportional number of slots in each program within the Area CTE Program based on 10-12 grade enrollment averaged over the three years prior to the school year in which slots are being determined (based on fall count) relative to the total 10-12 grade enrollment of all Local Districts averaged over the three years prior to the school year in which slots are determined (based on fall counts).

- i. Slot Allocation Notification. By January 15 of each school year during the Term, KRESA shall notify each Local District of its slot allocations for the next school year. KRESA shall provide the same notification by January 15, 2025 for the 2025-26 school year.
  - ii. Unfilled Slots. If a Local District does not fill an allocated program slot by March 31 of the school year preceding the school year in which the program will be offered (including by March 31, 2025 for the 2025-26 school year), that slot will be made available to other participant schools. KRESA will fill the unfilled slots using a lottery system or another process established by KRESA with input from the Executive Committee.
  - iii. PSAs and Nonpublic Schools. The Schools acknowledge that public school academy and nonpublic school pupils may participate in the Area CTE Program to the same extent as pupils of the Local Districts.
- e. Program Costs. Each fiscal year, KRESA shall estimate the gross cost of KRESA operating the Area CTE Program during the immediately following fiscal year. KRESA will use any permitted Millage, State Aid categorical, grant, and sponsorship proceeds allocated for the Area CTE Program toward the gross cost to determine the estimated net cost of operating the Area CTE Program during that immediately following fiscal year ("Net Cost"). KRESA will then determine the portion of the estimated Net Cost owed by each Local District for that immediately following school fiscal year based on that Local District's final slot allocation for that immediately following school fiscal year, provided that the Net Cost owed by each Local District will be based on not less than 80% of that Local District's initial slot allocation under Section 2(d)(i).

By April 30 of each fiscal year, KRESA shall provide each Local District with the estimated budget and the Local District's estimated Net Cost for the immediately following school fiscal year (the immediately following school fiscal year, the "Program Year").

By December 31 of the Program Year, KRESA shall provide each Local District with an updated estimated budget and an updated estimated Net Cost owed by that Local District for the Program Year. Within 60 days of providing the estimates in the preceding sentence, KRESA will bill each Local District 90% of that Local District's estimated Net Cost for the Program Year and that Local District shall pay the bill amount to KRESA within 30 days of receiving the bill.

By December 31 of the fiscal year following the Program Year, KRESA shall provide each Local District with that Local District's actual Net Cost for the Program Year, along with a statement for any amounts owed or overpaid by that Local District for the Program Year. If amounts are owed by the Local District, the Local District shall pay the statement amount to KRESA within 30 days of receiving the statement. If amounts were overpaid by the Local District, KRESA shall pay the overpaid amount to that Local District within 30 days of the statement date.

- f. Local District CTE Programs. A Local District shall not operate a career and technical education program that is identical or substantially similar to a program offered by KRESA. A Local District that operates its own career and technical education program shall be responsible for all costs related to that program and may enter into an agreement with another school district for the operation of that program. KRESA shall provide career and technical education program compliance and reporting services to a Local District operating its own career and technical education program; each Local District shall work in good faith with KRESA to allow KRESA to timely complete such compliance and reporting services.
- g. Student Discipline. Students enrolled in a program offered at the Career Connect Campus or a satellite location are subject to the policies and rules of the entity operating the program during program attendance. The designated building administrator of the entity operating the program may suspend or otherwise discipline any such student in accordance with law and its policies and rules in consultation with the student's Local District principal or designee.
- h. Transportation. To the extent permitted by law, each Local District shall be responsible for transporting its students enrolled in a program to the Career Connect Campus or a satellite location.
- i. State Board of Education Authorization. This Agreement is subject to the continuing authorization of the State Board of Education for the Area CTE Program. If the authorization is withdrawn, then this Agreement shall terminate pursuant to an orderly plan of dissolution established by KRESA in consultation with the Local Districts.
- j. Termination. This Agreement may be terminated if KRESA or a majority of Schools determine to terminate the Agreement. Upon such determination, the terminating School(s) shall provide a written notice to the remaining Schools. After notification, a one (1) year period of participation in and operation of the programs shall be continued to allow for an orderly dissolution. Should expiration of the one (1) year

time period fall during the course of the academic year, the Agreement shall be effective through the end of that current academic year.

- k. Withdrawal. A Local District may withdraw from this Agreement by providing a written notice to the other Schools. A withdrawal shall not become effective until one (1) year after the notification has been received by each such School. Should expiration of the one (1) year time period fall during the course of the academic year, the withdrawing Local District shall continue participating in the Area CTE Program until the end of that academic year. After withdrawal, the withdrawing Local District shall promptly pay any outstanding Net Cost owed by that Local District for its participating in the Area CTE Program preceding the withdrawal.
- l. Pilot Program Review and Term Extension. KRESA will annually evaluate the Area CTE Program for effectiveness. KRESA will determine and notify the Schools by July 1, 2038 whether the Area CTE Program has been effective overall and, if KRESA determines the Area CTE Program has been effective overall, then the Term shall automatically extend for an additional 20-year period.

### 3. Miscellaneous.

- a. Notice. When notice is required by this Agreement, the notice shall be deemed sufficient if sent by certified mail to the address listed on the recipient School's website at the time of mailing and if addressed to the recipient School's Superintendent. Notices shall be effective upon receipt.
- b. Whole Agreement. This Agreement constitutes the entire agreement between the Schools and shall supersede and cancel any other agreement between the Schools relating to Kalamazoo County area career and technical education programs. Each School acknowledges that no representation, inducement, or condition not set forth herein has been made or relied upon by that School.
- c. Modification. A modification to this Agreement shall only be considered if KRESA or a majority of Schools determine that a modification is necessary. Upon such determination, the School(s) desiring a modification shall provide a written notice to the remaining Schools. This Agreement shall be modified only if a proposed modification is approved by each School. Any modification to this Agreement shall be filed with the State Board of Education.
- d. Nondiscrimination. A School shall not discriminate against an employee

or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement.

- e. Assignment. No School shall assign its rights or obligations under this Agreement to any person or entity without the prior written consent of all the other Schools.
- f. Successors and Assigns. This Agreement shall bind and benefit the Schools and their respective successors and assigns.
- g. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.
- h. Dispute Resolution. The parties agree to attempt to settle any disputes that arise out of this Agreement through good faith negotiations. Any disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement that are unable to be resolved through good faith negotiations shall be resolved by arbitration, and such an arbitration procedure shall be the sole and exclusive remedy for such matters. A single arbitrator shall be selected by the Schools subject to the dispute from a panel provided by the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and the arbitrator unanimously accept. Any arbitration hearing shall be conducted in a location selected by KRESA within Kalamazoo County. The arbitrator shall be required to issue an opinion with a written explanation as to the final decision. A judgment on the award rendered by the arbitrator may be entered in any court having appropriate jurisdiction to ensure compliance with the applicable law and this Agreement. The parties participating in the arbitration will equally split the arbitrator's fee and will otherwise be responsible for their own arbitration costs, including attorney fees.
- i. Headings. The headings used herein are for convenience only and shall not govern the interpretation of any paragraph of this Agreement.
- j. No Construction Against Drafting Party. This Agreement shall not be more strictly construed against, nor shall any ambiguities within this Agreement be resolved against, a party because that party's

participation in the drafting of this Agreement.

- k. Counterpart Signatures. This Agreement may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.
- l. No Third-Party Beneficiaries. This Agreement is enforceable only by the Schools. No other entity or person may enforce any of the terms contained in this Agreement, nor is the Agreement intended to confer third party beneficiary status on any third party.
- m. Authorization. The individual signing this Agreement on behalf of that individual's respective School, as identified below, represents that the individual has the authority to execute this Agreement on behalf of that individual's respective School.

**KRESA**

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

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

Its: Superintendent

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

**Climax-Scotts Community Schools**

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

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

Its: Superintendent

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

**Comstock Public Schools**

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

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

Its: Superintendent

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

**Galesburg-Augusta Community Schools**

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

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

Its: Superintendent

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

**Gull Lake Community Schools**

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

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

Its: Superintendent

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

**Parchment School District**

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

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

Its: Superintendent

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

**Schoolcraft Community Schools**

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

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

Its: Superintendent

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

**Kalamazoo Public Schools**

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

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

Its: Superintendent

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

**Portage Public Schools**

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

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

Its: Superintendent

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

**Vicksburg Community Schools**

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

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

Its: Superintendent

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