

## 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: \_\_\_\_\_