

2027 KALAMAZOO COUNTYWIDE EARLY MIDDLE COLLEGE (EMC) CONSORTIUM AGREEMENT

This Kalamazoo County Early Middle College (“EMC”) Consortium Agreement (“Agreement”) is effective July 1, 2027, and is made by and between the following: Kalamazoo Regional Educational Service Agency (“KRESA”), Climax-Scotts Community Schools, Comstock Public Schools, Galesburg-Augusta Community Schools Kalamazoo Public Schools, Gull Lake Community 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 are collectively referred to as the “Schools.”

Whereas

- a. The Schools have historically participated in a countywide consortium agreement focused on Early Middle College (“EMC”)
- b. The Schools have historically participated in countywide consortium focused on Career and technical Education (“CTE”)
- c. The Schools desire to sunset the prior Kalamazoo County Early/Middle College Consortium Program Contract for new enrollees and establish the Countywide Early Middle College (“EMC”) consortium terms that better support postsecondary access, credential attainment, and career-aligned pathways for students.
- d. The EMC model allows eligible high school students to participate in postsecondary coursework through partnerships with local postsecondary institutions, enabling students to earn transferable college credit or industry-recognized credentials while completing high school.
- e. The EMC model provides students access to *13th grade* to complete transferable college credit or industry-recognized credentials while completing high school, providing Local Districts access to an additional year of per-pupil foundation allowance.
- f. The Schools desire that students currently enrolled under the prior consortium model continue to be served through completion of their respective programs without disruption.
- g. The Schools desire to enter into this Agreement to define the governance, operations, and fiscal responsibilities for the Kalamazoo Countywide EMC program. The governance and operational responsibilities outlined in this agreement take effect July 1, 2026, and the new fiscal model takes effect July 1, 2027.

Now Therefore

In consideration of the mutual promises and benefits set forth below, the Schools agree as follows:

1. Prior Program Sunset

Effective July 1, 2026, the prior consortium agreement shall sunset for new enrollees. Students enrolled under the prior model shall continue to be served through the full duration of their approved program of study, under the terms applicable at the time of their enrollment. No new students shall be enrolled under the prior model on or after July 1, 2026.

2. Establishment of the Revised Kalamazoo Countywide Area EMC Program

a. Program Launch

Effective July 1, 2026, the Schools shall operate the Kalamazoo Countywide Early Middle College Program (the "Area EMC Program") pursuant to the terms of this Agreement.

b. Program Structure

- i. EMC courses shall be offered in partnership with local postsecondary institutions.
- ii. EMC courses shall not be required to occur at the Career Connect Campus.
- iii. EMC courses shall not operate on a fixed bell schedule or uniform session times and may follow postsecondary academic calendars and delivery formats.
- iv. EMC students shall enroll in EMC programs that align with Career and Technical Education pathways, but the EMC Program shall remain distinct from the countywide CTE delivery model.

3. Governance and Administration

a. Fiduciary and Operator

KRESA shall act as the fiduciary and operator of the Area EMC Program. In this role, KRESA shall:

- i. Collect and disburse funds;
- ii. Participate in identifying and securing funds, as may be available, on behalf of the Consortium;
- iii. Prepare and implement budget and oversee Consortium finances;
- iv. Maintain proper records of accounts;
- v. Ensure proper accounting;
- vi. Calculate credits and costs among the Schools;

- vii. Pay lawful bills from Consortium funds;
- viii. Serve as the primary point of contact with postsecondary partner institutions;
- ix. Enter into and manage agreements with post-secondary partners as necessary;
- x. Pay, track, and account for student tuition and required course-related fees and materials;
- xi. Ensure compliance with applicable state and federal requirements.

b. Student Mentorship and Support

KRESA shall provide a student mentorship structure that includes:

- i. Assisting students with EMC program navigation and enrollment processes.
- ii. Providing regular one-on-one and group check-ins with participating students.
- iii. Supporting student persistence, progress monitoring, and successful completion of EMC pathways.

4. Enrollment

- a. KRESA shall establish and communicate enrollment periods for the Area EMC Program.
- b. Students participating in the Area EMC Program must be formally enrolled in the program by the fall of their 11th grade year.
- c. Program capacity for the Area EMC Program may be established annually, as determined by KRESA and reviewed through the EMC Executive Committee. Capacity determinations may consider staffing levels, postsecondary partner availability, budgetary constraints, and student support requirements.

5. EMC Executive Committee

a. Establishment and Composition

The Schools hereby establish an EMC Executive Committee to support the governance and effective operation of the Area EMC Program. The EMC Executive Committee shall be comprised of the following members:

- Two (2) Local District Superintendents;
- One (1) Local District Business Manager;
- The Executive Director for Career Connect Secondary Programs or designee; and
- The EMC Coordinator or designee.

b. Role and Responsibilities

The EMC Executive Committee shall:

- i. Review EMC program offerings and alignment with Local District and postsecondary partner priorities;
- ii. Review and provide input on EMC operational processes;
- iii. Review EMC budgets and financial assumptions;
- iv. Advise KRESA on issues critical to the effective operation, sustainability, and continuous improvement of the Area EMC Program; and
- v. Perform other duties that are consistent with the purpose of this Agreement.

5. Program Funding and Cost Allocation

- a. Funding for the Area EMC Program shall first include reimbursement from the State of Michigan through Section 61b funding or its successor.
- b. Any unreimbursed costs associated with student participation, including tuition, fees, materials and program administration costs, shall be billed to the Local Districts on a per-participant basis.
- c. KRESA shall:
 - i. Track costs for each participating student.
 - ii. Provide billing statements to Local Districts in accordance with timelines established by KRESA.
 - iii. Maintain transparent financial records related to the Area EMC Program.

6. Consortium District Responsibilities

- a. Each Consortium District shall be responsible to ensure that its respective participating students meet the eligibility requirements, as may be amended from time to time, to participate in the EMC Program and for the Consortium District to count the pupil in membership to receive funding under the State School Aid Act for a fifth (grade 13) year of high school as an early/middle college pupil (not to be confused with the eligibility requirements for a fifth year senior). Each respective Consortium District shall be solely responsible for any deductions in State Aid resulting from its loss of pupil membership for failure to meet the eligibility requirements to count an early/middle college pupil in membership
- b. The Consortium District in which a Participating Student with a disability is a resident shall be responsible for the provision and added cost of programs and services as necessary to allow that Participating Student to participate in

the EMC Program consistent with the requirements of that Participating Student's Individualized Education Program (IEP) and in accordance with the Kalamazoo RESA Special Education Plan. The Consortium District may satisfy this responsibility in either of the following ways or a combination thereof: (i) operating the special education program or service; or (b) contracting with KRESA or another Consortium District for delivery of the special education programs or services. However, nothing in this provision is intended nor shall be construed to relieve a Consortium District of any separate obligations under controlling law to a student with a disability enrolled in a program operated by KRESA, including without limitation Section 504 of the Rehabilitation Act of 1973 or under the Americans with Disabilities Act (ADA).

6. Student Discipline

Students enrolled in the Area EMC Program shall be subject to the Area EMC Program student handbook as well as the handbook and policies of their enrolling Local District, including for discipline, except as otherwise required by the post-secondary partner institution during participation in post-secondary coursework.

7. Transportation

Transportation to and from postsecondary partner sites or other instructional locations shall be the responsibility of the student and/or the enrolling Local District, to the extent permitted by law.

8. Term, Termination, and Withdrawal

This Agreement shall remain in effect until terminated in accordance with this section.

- a. Termination. This Agreement may be terminated if KRESA or a majority of the Local Districts determine to terminate the Agreement. Written notice shall be provided to all Schools, and the Program shall continue for one (1) year following notice to allow for orderly dissolution.
- b. Withdrawal. A Local District may withdraw from this Agreement by providing written notice to the other Schools. Withdrawal shall become effective one (1) year after notice, and the withdrawing Local District shall satisfy any outstanding financial obligations incurred prior to withdrawal.

9. 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 addressed to the Superintendent. Notices shall be effective upon receipt.

- b. **Whole Agreement.** This Agreement constitutes the entire agreement between the Schools relating to the Kalamazoo County Area EMC Program and supersedes all prior agreements relating to the subject matter herein.
- c. **Modification.** This Agreement may be modified only upon written approval of all Schools. Any modification shall be filed as required by law.
- d. **Nondiscrimination.** A School shall not discriminate against an employee or applicant for employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, or marital status.
- e. **Assignment.** No School may assign its rights or obligations under this Agreement without the prior written consent of the other Schools.
- f. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- g. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity of and enforceability of the remainder of the provision(s) of this Agreement. If any provision of this Agreement shall be or become in violation of any local, state or federal law, such provision shall be considered null and void and the remainder of this Agreement shall remain in full force and effect.
- h. **Dispute Resolution.** The parties agree to attempt to resolve disputes through good-faith negotiation, followed by binding arbitration, if necessary, consistent with prior consortium practice.
- i. **Headings.** Headings are for convenience only and do not affect Interpretation.
- j. **No Third-Party Beneficiaries.** This Agreement is made for the sole benefit of the Parties. Except as otherwise provided, nothing in this Agreement shall create or be deemed to create a relationship between the Parties hereto, or any of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

10. Authorization and Signatures

The individuals signing below represent that they are authorized to execute this Agreement on behalf of their respective Schools.

(Signature pages to follow)

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: _____

Kalamazoo Public Schools

Signature: _____

Printed Name: _____

Its: Superintendent

Date: _____

Parchment School District

Signature: _____

Printed Name: _____

Its: Superintendent

Date: _____

Portage Public Schools

Signature: _____

Printed Name: _____

Its: Superintendent

Date: _____

Schoolcraft Community Schools

Signature: _____

Printed Name: _____

Its: Superintendent

Date: _____

Vicksburg Community Schools

Signature: _____

Printed Name: _____

Its: Superintendent

Date: _____

**Gull Lake Community Schools (added
July 2026)**

Signature: _____

Printed Name: _____

Its: Superintendent

Date: _____