

KALAMAZOO PUBLIC SCHOOLS  
Office of the Superintendent  
1220 Howard Street  
Kalamazoo, MI 49008  
Telephone (269) 337-0123 | TDD (269) 337-0152  
Fax (269) 337-0149

May 7, 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, May 9, 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

Jennie Hill, 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.

**POLICY  
of the  
BOARD OF EDUCATION  
KALAMAZOO PUBLIC SCHOOLS**

***1.2 Public Participation During a Meeting of the Board of Trustees***

***Policy***

While balancing legitimate privacy interests of students and staff, the Board of Trustees welcomes community input at public meetings of the Board of Trustees.

***Specifics***

1. Persons requesting to address the board will be asked to complete a sign-in sheet by the end of the public comment period. The portion of that sign-in sheet requiring completion will include: name, school district in which the person resides, and connection to/interest in the Kalamazoo Public Schools. The optional portion will be held private and will include: mailing address, email address, phone number, topic about which they will be speaking and, if authorized and applicable, the organization they represent.
2. The presiding board officer will invite persons to come to the podium in the order in which the sign-in sheets were completed.
3. If after 30 minutes everyone who has completed a sign-in sheet has not had the opportunity to address the board, the public comment period will be tabled and resume before adjournment.
4. Speakers have three minutes each and must stop speaking promptly when signaled.
5. Speakers may not address confidential student or personnel matters, but may submit such concerns to the board in writing.
6. Speakers are encouraged to provide the board with a written copy of their comments and other appropriate supporting documentation, which will be copied and distributed as needed to appropriate staff/personnel.
7. The public is required to exercise common courtesy during the meeting and must follow rule of order. The presiding board officer may terminate public comments that are profane, vulgar, or defamatory, especially if these comments result in a disturbance or breach of peace. Personal attacks against an employee or board member that are totally unrelated to his or her duties are prohibited. If a person engages in disruptive conduct or is out of order, the board presiding officer will strike his or her gavel and warn the person to discontinue their behavior. Further disruptions will result in the person being asked to leave. Refusal to leave will result in being escorted out of the building. (MCL 380.1808)

*Adopted: February 13, 2003*

*Revised: December 17, 2009*

*Revised: June 25, 2013*

*Adopted: December 19, 2019*

***This policy supersedes all other policies on this issue.***

**KALAMAZOO PUBLIC SCHOOLS**  
**Board of Education Meeting**  
**1220 Howard Street, Kalamazoo, MI 49008**  
**May 9, 2024 – 7:00 p.m.**  
**A G E N D A**  
(Revised 5/9/2024)

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Acceptance of Agenda**
- IV. Attendance**
- V. Board Recognitions**
- VI. Committee Reports/School Reports**
- VII. Correspondence**
- VIII. Consent Calendar Items**
  - A. Minutes**  
April 25, 2024 Regular Meeting Minutes
  - B. Business and Financial Reports**  
Purchase Recommendations 2024-40, and 2024-41.  
Sidewalk Easement Agreements
  - C. Personnel Items**  
Personnel Changes
- IX. Reports and Recommendations**
  - A. Superintendent's Report**
  - B. Resolution Regarding 2024-2025 Kalamazoo Regional Educational Service Agency (KRESA) Budget**
  - C. Administrative Appointment – Assistant Principal of Kalamazoo Central**
  - D. Administrative Appointment – Assistant Principal of Kalamazoo Central**
- X. Persons Requesting to Address the Board (3-minute individual limit)**
- XI. Other Business**
  - A. Travel request for Patti Sholler-Barber**
  - B. Travel request for TiAnna Harrison**
- XII. Comments by Trustees/Superintendent**
- XIII. Closed Session (if needed)**
- XIV. Next Regular Board of Education Meeting: Thursday, May 23, 2024 – 7:00 p.m.**

**KALAMAZOO PUBLIC SCHOOLS**  
**Board of Education Meeting**  
**1220 Howard Street**  
**April 25, 2024 – Regular Meeting Minutes**

**I. Call to Order**

President Harrison called the meeting to order at 7:00 p.m.

**II. Pledge of Allegiance**

The Pledge of Allegiance was recited.

**III. Acceptance of Agenda**

President Harrison asked for a motion to accept the agenda.

**MOTION:** Trustee McGlinn, supported by Trustee Sholler-Barber, motioned to accept the agenda.

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

**IV. Attendance**

Board members present: TiAnna Harrison, Jermaine Jackson, Jennie Hill, Karla Murphy, Carol McGlinn, and Patti Sholler-Barber. Board members absent: Takisha Johnson. Superintendent Dr. Darrin Slade was also present.

**V. Board Recognitions**

Dr. Julie McDonald, Principal at Edison Academy recognized students Nyla Blett, Steven Clark, Robert Daniels, Kaylynn Greene, Davion Lewis, Elaina Martinez-Banks, Joyce Umutesi, Xavier Woodson, and Kingston Zarei-KingJacari Hudson, Cameron Shuford, Lelu Sparks, Chance White, Jessica Felipe Garcia, Nivek Tolbert, Bibi Ayesha Mayar, Naomi Cardona Garcia, Bibi Aisha Hashimi, Damaria Tolbert, and Timariah Haywood.

Mr. Jamie Korinek, Culture and Climate Coach at Linden Grove Middle School recognized students Nia Coleman, Olive Spoelstra, and Elyn Rhodes.

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

None.

**VII. Correspondence**

Secretary Hill reported the correspondence for the period of April 10 - April 25, 2024.

- Email received April 10 from Joanna Miller, regarding KSP's relationship with the Superintendent. Secretary Hill replied on April 24.
- Email received April 12 from Requal Duckworth regarding Northglade Montessori's second reaccreditation. Secretary Hill replied on April 23.
- Email received April 18 from Katherine regarding ZooBOTix Explore Expo at Hillside. Secretary Hill replied on April 23.

**VIII. Consent Calendar**

President Harrison presented the Consent Calendar items: VIII.A.1 April 11, 2024, Regular Meeting Minutes, VIII.A.2 April 12 Superintendent Evaluation Tool & Process Training Meeting Minutes, VIII.B. Purchase Recommendations 2024-38, 2024-39, and VIII.C. Personnel Changes.

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

**Board Discussion**

Patti Sholler-Barber

- Stated importance of security with purchase recommendation 2024-39.
- Loved the unity matching attire brings to staff. Thanked Lisa Dewey for initiating.

TiAnna Harrison

- Thanked Lisa Dewey and looks forward to more initiatives.

**IX. Reports and Recommendations**  
**A. Superintendent's Update**

Dr. Slade announced summer school and changes would be happening.

Dr. Angela Justice spoke on the purpose of summer school. She stated 5th graders will be welcomed back to elementary sites. For middle school, current 6th and 6th grade students will be welcomed back. For high school students, there will be a separate location from the middle school. There will also be no fees associated with the program.

Elementary summer school program will target current kindergarten students through fifth grade and will be housed at King-Westwood and Milwood Elementary. Incoming Kindergarten students will be housed at Greenwood Elementary. Summer school will run from June 24-August 1 from 8:30 am to 1:30 pm.

Middle school summer school program will be housed at Linden Grove Middle School from June 24-August 1. Sessions will run 8:00 am to 12:00 pm.

High School summer school program will target students needing credit recovery. The program will be housed at Phoenix High School from June 24-August 1. Sessions will run 8:00 am to 1:00 pm.

Transportation, breakfast, and lunch will be provided for all students.

**Comments from the board:**

Carol McGlinn

- Stated she is glad summer school is free this year.
- Questioned incoming kindergarten in summer school and how it is determined who was selected. Dr. Dyson answered that rising kindergarten students were invited from the kindergarten orientation lists. They received a newsletter and a summer school invitation.

Karla Murphy

- Thanked district for removing costs of summer school as it was a barrier in previous years.

**Sholler-Barber**

- Happy that the cost barrier has been removed and the program is broadening.
- Shoutout to Saturday School for showing how serious the district is about student achievement.

**Jennie Hill**

- Asked if this was the first time we invited incoming kindergarten students. Dr. Dyson answered this has been happening for several years and she hopes this to be more inclusive and grow the summer school program.

**TiAnna Harrison**

- Excited barrier of cost is removed.
- Excited to have three sites for summer school.
- Looking forward to the fall enrollment and next grade readiness.
- Thanked Dr. Justice for her and the department's hard work

**Dr. Slade**

- Thanked Dr. Justice and her team.
- Summer school has been discussed since the beginning of the school year.
- Summer school will be mandatory for students who are failing due to lack of effort or poor attendance. This will be spoken to students directly at schools.
- Thanked stakeholders and community members who have attended the SWOT Analysis sessions. Pushed for honest conversation at the sessions. Went over remaining dates for schools and community events.
- Thanked team and board for effort after work to attend meetings.

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

Public comments/audience participation. No actions taken.

**XI. Other Business**

A. Board Expense Authorization – Karla Murphy

**XII. Comments by Trustees/Superintendent**

**Jermaine Jackson**

- Announced on Saturday, May 4th at Eastwood KPL there will be a “May the 4th be with you” celebration with Star Wars characters from 11:30 am to 1 pm.

**Karla Murphy**

- Congratulated ZooBOTix team that made it to nationals.
- Thanked district for access control upgrades. Stated physical access control is the first step to a secure campus.
- Announced end of year events including Loy Norrix prom and Loy Norrix Forensics team having states at Kalamazoo College.
- Wished Kalamazoo Central and Loy Norrix well with open houses.

**Carol McGlinn**

- Attended CIS CHAMPS 20th anniversary celebration. Thanked CIS.
- Shoutout to SLD read for winning one of the awards.
- Appreciated support staff in the district.
- Urged community to be cautious and be safe during construction and nice weather.

**Patti Sholler-Barber**

- Focused on all aspects of KPS. Showed appreciation for staff.
- Attended several SWOT analysis meetings.
- Shoutout to staff that stays after for SWOT Meetings.
- Shoutout to Ann from Parkwood-Upjohn for the picture during the SWOT meeting.
- Commended the production of Oliver performed by Maple Street with two complete casts.
- Urged community to attend activities in the district.
- Presented several athletic events in the district including:
  - LN: Womens soccer team 1-0 game against gull lake
  - 4-0 battle creek tonight
  - Hudsonville this week
  - Cedric huntley- basketball all state honorable mention
  - Don Lukens track event starting at 10 on Friday.
- Excited for health center at LN to remove barrier for athletic physicals to eliminate fees.
- Shoutout to SLD read and CHAMPS in 22 buildings.
- Urged donations for time, money, or kids closet to CIS.
- Shoutout for First Day Shoe Fund.
- Attended community event CIS presentation- incredible stats for students being worked with.
- Shoutout to Saturday School.
- Shoutout to facilities department and janitorial staff.

**Jennie Hill**

- Attended SWOT Meeting at Kalamazoo Central.
- Attended lacrosse games and worked concession stand.
- Commented on Don Lukens Track meet.
- Announced band concerts coming up on May 7th for Loy Norrix band and orchestra.
- Maple Street concert at Chenery auditorium on May 14.
- Announced event on May 17 at the Growlers field. KPS embracing cultures. People will bring food to represent their culture.
- Shoutout to Rex Hafer, Kalamazoo Central teacher. NHS will be working marathon this weekend.

**TiAnna Harrison**

- Commended Dr. Justice, Dr. Slade, and team for summer school. Supports mandatory summer school.
- Participated in SWOT analysis meetings around the district. Wants to refocus on academics and supports for wraparound to support.
- Attended CIS CHAMPS celebration and admired concern and care for community. Encouraged Delta Sigma Theta to align with CIS. Acknowledged importance of reading.
- Future promise scholars urged to finish strong and get ready to take advantage of programs.
- KVCC has transition program. Encouraged students to take advantage of \$500 stipend to participate in program and \$500 scholarship for fall.
- Congrats to ZooBOTix team. Looking forward to them winning at National Level to expand to more middle school students.
- Let support staff know they are appreciated.
- Attended tool and trades fair at the Expo Center. Local trade unions were in attendance. As the CTE center evolves, looks forward for community being involved with trades.

- Urged media to do story on CTE center.

Dr. Slade

- Thanked everyone who participated in Cesar Chavez event.
- Attended Men of Promise Event sponsored by Von Washington with 200+ attendees.
- Recognized student advisory groups for Loy Norrix, Kalamazoo Central, and Phoenix High Schools. Taking them and Loy Norrix newspaper to Shedd Aquarium.

**XIII. Closed Session (if needed)**  
None

**XIV. Next Board of Education Meeting**

The next regular Board of Education meeting is Thursday, May 9, 2024, at 7:00 p.m.

**MOTION:** Trustee Sholler-Barber, supported by Trustee Murphy, made a motion to adjourn the meeting.

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

President Harrison adjourned the meeting at 8:08 p.m.

Respectfully submitted,

Nicole DeGraaf, Recording Secretary,  
on behalf of Jennie Hill,  
Secretary, Board of Education

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

**Board Meeting Date:** May 9, 2024  
**Request Number:** 2024-40  
**Amount:** \$106,055.98

**Item:** Library Furniture for Woods Lake Elementary

**Cost Center:** 2022 Bond

**Cost Center Representative(s) Attending Board Meeting:** Karen Jackson

**Description of Need:**

This purchase recommendation is for new library furniture for Woods Lake. It includes a new circulation desk, tables, chairs, library shelving, soft seating and mobile book trucks.

**Vendor:** Dew-El  
Holland, MI

**Number of Proposals Requested:** 3    **Received:** 1

**Low Bid Accepted?** N/A

**Additional Information:**

Pricing has been reviewed by our architects, Tower Pinkster, to ensure that the pricing is reasonable.

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

**Board Meeting Date:** May 9, 2024  
**Request Number:** 2024-41  
**Amount:** \$204,524.11

**Item:** Districtwide Student Classroom Seating

**Cost Center:** Facilities Management General Fund

**Cost Center Representative(s) Attending Board Meeting:** Karen Jackson

**Description of Need:**

This purchase recommendation is for 1,560 student chairs to be distributed at the following buildings: Arcadia - 120 chairs for 4th and 5th grades, Edison - 36 (these chairs are replacing 36 wobble chairs in K and 1st grades which will be moved to another elementary school), Parkwood-Upjohn - 178 chairs for K, 1st, 4th and 5th grade classrooms, Woods Lake - 346 chairs for 3rd, 4th and 5th grades, Woodward - 180 chairs for 3rd, 4th and 5th grade classrooms. This leaves 300 elementary sized chairs and 400 middle school/high school chairs to be distributed as needed throughout the district.

**Vendor:** V/S America, Inc.  
c/o Great Lakes Furniture  
Holland, MI

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

**Low Bid Accepted?** N/A

**Additional Information:**

This purchase is made possible with available one-time funds in the general fund. This purchase uses Omnia Partners cooperative contract pricing already approved for US Communities, National IPA and NCPA which companies are wholly-owned subsidiaries of Omnia Partners. KPS benefits directly from the reduced costs of goods and services through the approved contracts.

**KALAMAZOO PUBLIC SCHOOLS  
Office of the Superintendent**

**TO:** Board of Trustees

**FROM:** Dr. Darrin Slade, Superintendent

**DATE:** May 9, 2024

**SUBJECT:** Approval of Sidewalk Easement Agreements

**RECOMMENDATION** It is recommended that the Board approve the attached Sidewalk Easement Agreement along with the Temporary Sidewalk Construction Easement Agreement, also attached.

**RATIONALE:** Approval of these agreements will facilitate construction of a sidewalk along 9<sup>th</sup> Street in front of Prairie Ridge Elementary School. The sidewalk will be constructed by, and funded by, Oshtemo Township. It will result in improved access to the school by students, staff, parents, and the greater community.

**SIDEWALK EASEMENT AGREEMENT**

Portion of Parcel No. 05-26-180-018

This Sidewalk Easement Agreement ("Agreement") is entered into on \_\_\_\_\_, 2024, ("Effective Date") between Kalamazoo Public School District, a Michigan general powers school district, whose address is 1220 Howard Street, Kalamazoo, Michigan 49008 ("Grantor"), and Oshtemo Charter Township, a Michigan municipal corporation, whose address is at 7275 West Main Street, Kalamazoo, Michigan 49009 ("Grantee").

**WHEREAS**, Grantor owns certain real property commonly known as Prairie Ridge Elementary School, located 2294 South 9<sup>th</sup> Street, Kalamazoo, Michigan in Oshtemo Charter Township, Kalamazoo County, Michigan ("Grantor's Parcel"); and

**WHEREAS**, Grantee is presently engaged in a municipal sidewalk construction project which includes the installation of a 6-foot-wide public sidewalk between Stadium Drive and Quail Run in the summer of 2024; and

**WHEREAS**, Grantee desires to acquire from Grantor an easement over, across and through a portion of Grantor's Parcel to permit the construction, installation, inspection, operation, maintenance, improvement, repair, replacement and/or removal of a public pedestrian sidewalk.

**NOW, THEREFORE**, in consideration of the consideration to be paid to Grantor by Grantee, and the following covenants, conditions, agreements, and benefits, it is agreed as follows:

1. **Grant of Easement.** In consideration of the Consideration outlined below, and other valuable consideration, Grantor hereby grants to Grantee a perpetual, nonexclusive pedestrian sidewalk easement as hereinafter described.
2. **Purpose.** The purpose of this grant and conveyance is to provide Grantee with an easement to permit Grantee to construct a public sidewalk ("Sidewalk") across a portion of Grantor's Parcel and requests an easement and right of way grant for the limited purpose in order to construct, install, inspect, use, operate, maintain, improve, repair and/or replace said Sidewalk ("Purpose").
3. **Character of Easement.** The easement granted herein is appurtenant to Grantor's Parcel ("Burdened Parcel").
4. **Location and Description of Easement.** The location of the Sidewalk easement granted herein is legally described and depicted in Exhibit A, totaling 5,558 +/- square feet, which Exhibit is attached hereto and incorporated herein by reference (hereinafter referred to as the "Sidewalk Easement Area").
5. **Construction, Installation, Inspection, Maintenance, Improvement Repair and/or Replacement.** Grantee shall be responsible, at its sole cost and expense, for the construction, inspection and installation of the Sidewalk. Grantee shall also be solely responsible for obtaining all necessary permits for the construction, inspection and installation of the Sidewalk. Grantor shall cooperate with Grantee's efforts to obtain all necessary approvals to install the Sidewalk pursuant to this Agreement, at no cost to Grantor. Following Grantee's construction, inspection and installation of the Sidewalk, Grantee shall

also be responsible, at its sole cost and expense, for the maintenance, repair, replacement and/or maintenance of the Sidewalk. During all aspects of any work performed on Grantor's Parcel, Grantee also covenants and agrees to do the following:

- a. Backfill and temporarily restore on a daily basis all driveways, parking lots and Sidewalk areas located upon Grantor's Parcel and disturbed by virtue of any construction, installation, inspection, operation, maintenance, improvement, repair, replacement, removal and/or any such work performed on Grantor's Parcel;
- b. Backfill or fence during working hours all excavations on Grantor's Parcel when not supervised to ensure safety;
- c. Secure all equipment and materials during non-working hours so as to prevent access by any party, i.e., licensees, invitees, guests or trespassers, other than Grantee or its agents, employees or contractors;
- d. Provide Grantor with continued access for ingress and egress over, under, through and across the Sidewalk Easement Area;
- e. Provide Grantor with continued access to Grantor's Parcel; and
- f. Carry on its work to ensure only minimal interference or disruption of Grantor's school operations on Grantor's Parcel and at such times which are satisfactory and approved by Grantor.

6. **Restoration.** If any portion of Grantor's Parcel is disturbed or altered in the performance of any work by Grantee, its agents or contractors, Grantee shall, at its sole cost, restore the disturbed and altered portion of Grantor's Parcel to substantially the same condition that existed prior to such disturbance or alteration.

7. **Limitations/Structures.** Grantor agrees not to install or to allow the installation of any structures on, over, across, in, through or under the Sidewalk Easement Area (including but not limited to: buildings, fences, walls, shrubs, and/or trees), which would inhibit the use of the Sidewalk easement by Grantee for the Purpose without the prior written consent of Grantee, its successors, or assigns.

8. **Consideration.** Grantee, in consideration for the above-described easement and right of way grant, agrees to pay Grantor the sum of Eight Hundred Eleven Dollars (\$811.00), for the Sidewalk Easement Area, receipt of which is hereby acknowledged by Grantor.

9. **Indemnification.** Grantee, by acceptance and execution of this Agreement, hereby agrees to indemnify, defend, and hold harmless Grantor, its Board of Education, its Board members, in their official and individual capacities, its administrators, employees, agents, contractors, representatives, successors and assigns from and against any and all claims, counter-claims, suits, debts, demands, actions judgments, liens, liabilities, damages, costs, expenses for any injury to any person(s) on or within the Sidewalk Easement Area, or damage to any property, including but not limited to property of Grantor, paid or incurred by Grantor, arising out of, resulting from or incident to, any act or omission of Grantee, its successors, assigns, agents, guests, licensees, invitees, employees, contractors, or any person(s) under oral or written contract with Grantee relative to the Sidewalk Easement Area or use thereof granted herein. This Paragraph shall not be limited by Grantee's insurance obligations contained in this Agreement.

10. **Insurance.** Grantee, at its sole cost and expense, shall maintain and keep in effect, general liability insurance on Grantor's Parcel during the construction, installation, inspection, operation, maintenance, improvement, repair, replacement, removal and/or any such work performed upon Grantor's Parcel with a company and in a form acceptable to Grantor with minimum limits of \$1,000,000.00 on account of bodily injuries to or death of one person, and minimum limits of \$2,000,000.00 on account of bodily injuries or death of more than one person, or such other amounts as Grantor may, from time to time, reasonably request, as a result of any one accident or occurrence; and property damage insurance with minimum limits of \$1,000,000.00, or such other amounts as Grantor may, from time to time, reasonably request. Such policies shall be endorsed to name Grantor as an additional insured and Grantee shall provide Grantor with a certificate of insurance or other written evidence of its coverage, including an endorsement which states that such insurance may not be cancelled except upon ten (10) days prior written notice to Grantor. In addition, Grantee shall require each contractor performing work on Grantor's Parcel to keep in force at its sole cost and expense during and until completion of any construction, installation, inspection, operation, maintenance, improvement, repair, replacement, removal and/or any such work performed upon Grantor's Parcel, in a form

acceptable to Grantor, an Owner's and Contractor's Protective Policy naming Grantor as the principal insured and shall also require each contractor to name Grantor as an additional insured on all contractors' Policies of insurance with both policies having minimum limits of \$1,000,000.00 on account of bodily injuries to or death of one person, and minimum limits of \$2,000,000.00 on account of bodily injuries or death of more than one person, or such other amounts as Grantor may, from time to time, reasonably request, as a result of any one accident or occurrence; and property damage insurance with minimum limits of \$1,000,000.00, or such other amounts as Grantor may, from time to time, reasonably request. Prior to commencement of any work, Grantee shall provide Grantor with a certificate of insurance or other written evidence of Grantor's coverage as an additional insured, including an endorsement which states that such insurance may not be cancelled except upon ten (10) days prior written notice to Grantor.

**11. Liability of Grantee.** Grantee, by acceptance and execution of this Agreement, shall be solely responsible to Grantor and shall pay, or cause to be paid, any claims or liabilities including all costs, expenses and actual attorney fees, for any injury to any person(s), or damage to any property, including but not limited to property of Grantor, paid or incurred by Grantor, arising out of, or incident to, the actions, including but not limited to, any construction, installation, inspection, operation, maintenance, improvement, repair, replacement, removal and/or any such work performed upon Grantor's Parcel on, or appurtenant to, the easement granted hereunder, of Grantee, its designee, agents, employees or any person(s) under oral or written contract with Grantee.

**12. Nonexclusive Easement.** The easement, rights, and privileges granted herein are nonexclusive, and Grantor reserves and retains the right to convey similar easements and rights to such other persons as Grantor may deem proper provided such similar easements do not affect Grantee's easement.

**13. Liability of Grantee.** Grantee shall be responsible to Grantor for liabilities incurred by Grantor, arising out of the actions of Grantee during the construction, installation, inspection, operation, maintenance, improvement, repair, replacement, removal and/or any such work performed upon Grantor's Parcel on the easement granted. These liabilities shall include costs, expenses, reasonable attorney's fees and liabilities for personal injury or property damage, including damage to property of Grantor. The terms "Grantee" and "Grantor" shall include their designees, agents, contractors, successors and employees. Nothing in this clause shall be construed to limit either Grantee's or Grantor's defenses and rights, including the right to assert a claim of governmental immunity.

**14. Compliance with Applicable Law.** Grantee shall conduct the construction, installation, inspection, operation, maintenance, improvement, repair, replacement, removal and/or any such work performed upon Grantor's Parcel in accordance with all applicable federal, state and local laws, codes, regulations and ordinances regarding same.

**15. Covenants to Run with Land.** The covenants contained in this Agreement shall run with the land and shall be binding upon the parties and their respective heirs, representatives and successors.

**16. Recording of Easement.** This Sidewalk Easement Agreement shall be executed in recordable form and shall be recorded with the Kalamazoo County Register of Deeds.

**17. Entire Agreement.** This Agreement, and any exhibits, constitute the entire agreement between the parties. All prior negotiations and agreements regarding the subject matter of this Agreement between the parties, whether written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by both parties.

[signatures on next page]

The parties hereto have executed this Sidewalk Easement Agreement as of the day and year first above written.

**GRANTOR:**

**KALAMAZOO PUBLIC SCHOOL DISTRICT**

By: \_\_\_\_\_

Print Name: Laura Kayser

Its: Chief Financial Officer

STATE OF MICHIGAN       )  
                                          ) ss  
COUNTY OF KALAMAZOO   )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared Laura Kayser, Chief Financial Officer of Kalamazoo Public School District, a Michigan general powers school district, to me known to be the same person who executed the within instrument on behalf of Kalamazoo Public School District and who acknowledges the same to be the free act and deed of Kalamazoo Public School District.

\_\_\_\_\_  
                                          ), Notary Public  
                                          County, Michigan  
Acting in                         County, Michigan  
My commission expires:

**GRANTEE:**

**OSHTEMO CHARTER TOWNSHIP**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN       )  
                                          ) ss  
COUNTY OF KALAMAZOO   )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_, \_\_\_\_\_ of Oshtemo Charter Township, a Michigan general powers school district, to me known to be the same person who executed the within instrument on behalf of Oshtemo Charter Township and who acknowledges the same to be the free act and deed of Oshtemo Charter Township.

**This instrument was drafted by:**

**James W. Porter, Township Attorney  
Oshtemo Charter Township  
7275 West Main Street  
Kalamazoo, MI 49009**

**When recorded please return to:**

**Gail Morton, SR/WA  
Metro Consulting Associates  
809 Drury Lane  
Portage, MI 49002-4324**

**EXHIBIT A**

**LEGAL DESCRIPTION AND DEPICTION OF  
GRANTOR'S PARCEL AND THE SIDEWALK EASEMENT**

STATE OF MICHIGAN  
KALAMAZOO COUNTY  
OSHTIMO TOWNSHIP  
SECTION 26, T. 02S. R. 12W

**EXHIBIT "A"**  
KALAMAZOO PUBLIC SCHOOLS  
2294 SOUTH 9TH STREET  
KALAMAZOO, MI 49008  
C/O 1220 HOWARD STREET  
KALAMAZOO, MI 49008  
PARCEL ID 05-26-180-018

THIS IS NOT A  
BOUNDARY SURVEY.

# **LEGEND**

**P.O.B.** = POINT OF BEGINNING

**P.O.C.** = POINT OF COMMENCEMENT

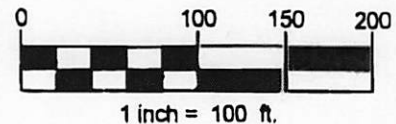
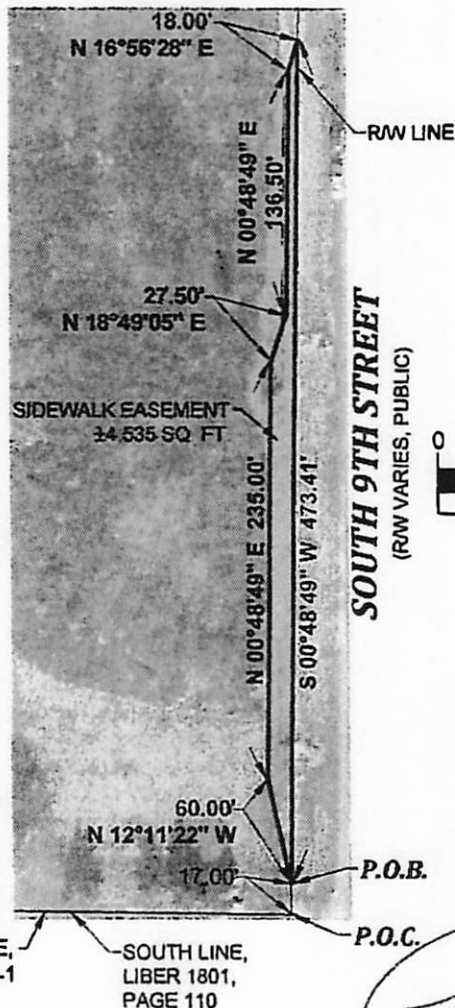
## **EASEMENT DESCRIPTION:**

AN EASEMENT IN THAT PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 12 WEST, OSHTIMO TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE LAND DESCRIBED IN LIBER 1801, PAGE 110 OF THE KALAMAZOO COUNTY RECORDS AND THE WEST RIGHT OF WAY LINE OF SOUTH 9TH STREET; THENCE NORTH 00° 48' 49" EAST ON SAID RIGHT OF WAY LINE 17.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 12° 11' 22" WEST 60.00 FEET; THENCE NORTH 00° 48' 49" EAST PARALLEL TO SAID RIGHT OF WAY LINE 235.00 FEET; THENCE NORTH 18° 49' 05" WEST 27.50 FEET; THENCE NORTH 00° 48' 49" EAST PARALLEL TO SAID RIGHT OF WAY LINE 136.50 FEET; THENCE NORTH 16° 56' 28" EAST 18.00 FEET TO SAID RIGHT OF WAY LINE; THENCE SOUTH 00° 48' 49" WEST ON SAID RIGHT OF WAY LINE 473.41 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD OR OTHERWISE.

SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED IN A FULL AND ACCURATE TITLE SEARCH.

EAST & WEST 1/4 LINE,  
SECTION 26-2-1



JOEL J. EAST  
PS - 4001065181

1/5/2024

DATE

## **SIDEWALK EASEMENT**

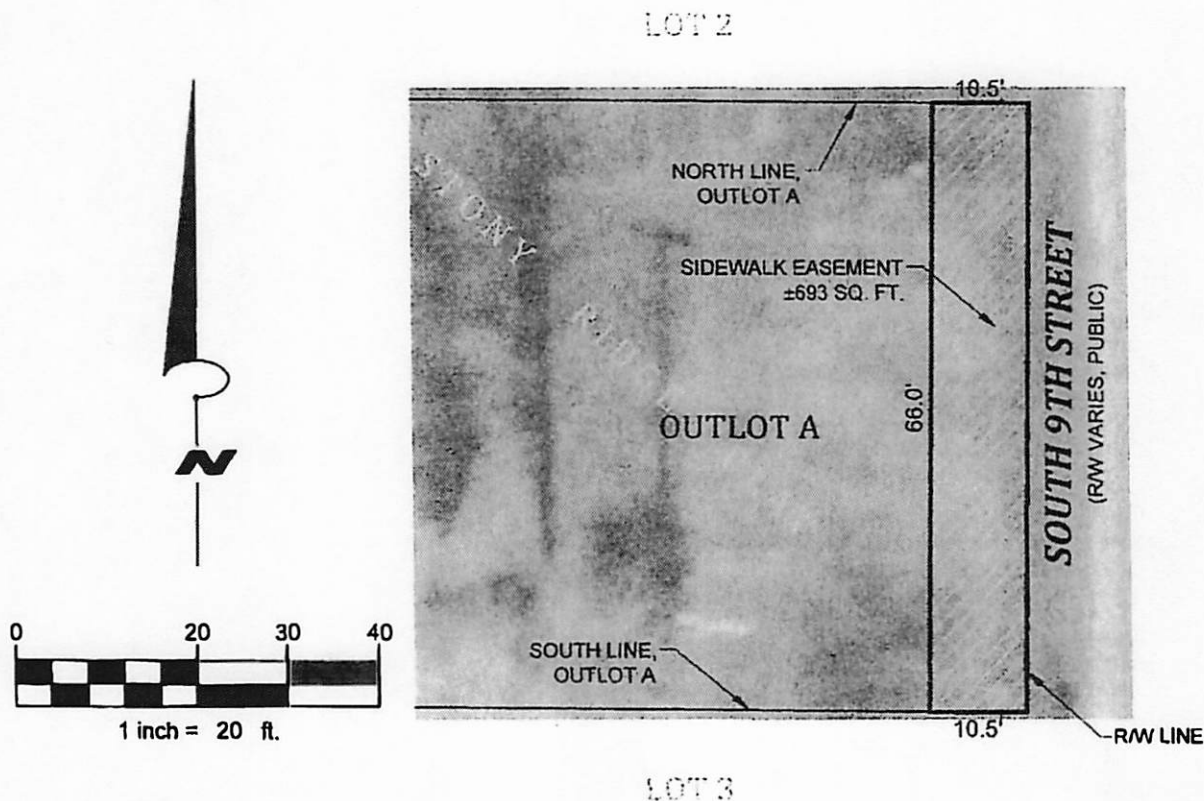
|                                 |                   |                       |                                                                                                       |
|---------------------------------|-------------------|-----------------------|-------------------------------------------------------------------------------------------------------|
| <b><i>SIDEWALK EASEMENT</i></b> |                   |                       |                                                                                                       |
|                                 |                   | DRAWN BY: HAP         | CHECKED BY: JJE                                                                                       |
| PROPERTY ID: 05-26-180-018      |                   | SCALE: AS SHOWN       | EXHIBIT "A" PREPARED BY:<br>WIGHTMAN<br>433 EAST RANSOM STREET<br>KALAMAZOO, MI 49007<br>269-327-3532 |
| EASEMENT: 2023-10               | SIDEWALK EASEMENT | W&A JOB#: 234018      |                                                                                                       |
| DATE CREATED: JULY 20, 2023     |                   | REVISIONS: 12/18/2023 |                                                                                                       |

#19B

STATE OF MICHIGAN  
KALAMAZOO COUNTY  
OSHTIMO TOWNSHIP  
SECTION 26, T. 02S, R. 12W

**EXHIBIT "A"**  
KALAMAZOO PUBLIC SCHOOLS  
2294 SOUTH 9TH STREET  
KALAMAZOO, MI 49009  
PARCEL ID: 05-26-180-018

THIS IS NOT A  
BOUNDARY SURVEY.



**EASEMENT DESCRIPTION:**

AN EASEMENT IN THAT PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 12 WEST, OSHTIMO TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: THE EAST 10.5 FEET OF OUTLOT A, STONY RIDGE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 22 OF PLATS, PAGE 19, KALAMAZOO COUNTY RECORDS.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD OR OTHERWISE.

SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED IN A FULL AND ACCURATE TITLE SEARCH.



*Joel J. East*  
JOEL J. EAST  
PS - 4001065181

11/29/2023  
DATE

| SIDEWALK EASEMENT           |                   |                       |                                                                                                       |
|-----------------------------|-------------------|-----------------------|-------------------------------------------------------------------------------------------------------|
|                             |                   | DRAWN BY: HAP         | CHECKED BY: JJE                                                                                       |
| PROPERTY ID: 05-26-180-018  |                   | SCALE: AS SHOWN       | EXHIBIT "A" PREPARED BY:<br>WIGHTMAN<br>433 EAST RANSOM STREET<br>KALAMAZOO, MI 49007<br>269-327-3532 |
| EASEMENT: 2023-21           | SIDEWALK EASEMENT | W&A JOB#: 234018      |                                                                                                       |
| DATE CREATED: JULY 13, 2023 |                   | REVISIONS: 11/29/2023 |                                                                                                       |

**TEMPORARY SIDEWALK CONSTRUCTION EASEMENT AGREEMENT**

Portion of Parcel No. 05-26-180-018

This Temporary Sidewalk Construction Easement Agreement ("Agreement") is entered into on \_\_\_\_\_, 2024, ("Effective Date") by and between Kalamazoo Public School District, a Michigan general powers school district, whose address is 1220 Howard Street, Kalamazoo, Michigan 49008 ("Grantor"), and Oshtemo Charter Township, a Michigan municipal corporation, whose address at 7275 West Main Street, Kalamazoo, Michigan 49009 ("Grantee").

**WHEREAS**, Grantor owns certain real property commonly known as Prairie Ridge Elementary School, located 2294 South 9<sup>th</sup> Street, Kalamazoo, Michigan in Oshtemo Charter Township, Kalamazoo County, Michigan ("Grantor's Parcel"); and

**WHEREAS**, Grantee is presently engaged in a municipal sidewalk construction project which includes the installation of a 6-feet-wide public sidewalk between Stadium Drive and Quail Run in the summer of 2024; and

**WHEREAS**, Grantee desires to acquire from Grantor a temporary easement over, across and through a portion of Grantor's Parcel for the purpose of constructing the sidewalk.

**NOW, THEREFORE**, in consideration of the consideration to be paid to Grantor by Grantee, and the following covenants, conditions, agreements, and benefits, it is agreed as follows

**AGREEMENT**

1. **Grant of Temporary Easement.** In consideration of the Consideration outlined below, and other valuable consideration, Grantor hereby grants to Grantee a temporary, nonexclusive easement on, under, over, and across a portion of the Grantor's Parcel. The portion of Grantor's Parcel subject to the Temporary Construction Easement is legally described and depicted on attached Exhibit A, totaling 396 +/- square feet, which Exhibit is attached hereto and incorporated herein by reference (hereinafter referred to as the (the "Temporary Construction Easement Area").
2. **Character of Temporary Easement.** The Temporary Construction Easement granted herein is appurtenant to the Grantor's Parcel.
3. **Purpose of Temporary Easement.** The Temporary Construction Easement granted herein shall be used only for the limited purpose of access to the Temporary Construction Easement Area for the construction and installation of the sidewalk.
4. **Construction Work.** Grantor hereby grants to Grantee the right to access the Temporary Construction Easement Area to undertake and complete the construction and installation of the Sidewalk ("Work"). All Work performed by Grantee hereunder will, once commenced, be expeditiously pursued to completion and performed in a good, workmanlike and lien-free manner and in accordance with applicable laws, rules, orders, regulations, and codes. During all aspects of any Work performed on Grantor's Parcel, Grantee also covenants and agrees to do the following:

- a. Backfill and temporarily restore on a daily basis all driveways, parking lots and sidewalk areas located upon Grantor's Parcel and disturbed by virtue of any construction, installation, inspection, operation, maintenance, improvement, repair, replacement, removal and/or any such Work performed on Grantor's Parcel;
  - b. Backfill or fence during working hours all excavations on Grantor's Parcel when not supervised to ensure safety;
  - c. Secure all equipment and materials during non-working hours so as to prevent access by any party, i.e., licensees, invitees, guests or trespassers, other than Grantee or its agents, employees or contractors;
  - d. Provide Grantor with continued access for ingress and egress over, under, through and across the Temporary Construction Easement Area;
  - e. Provide Grantor with continued access to Grantor's Parcel; and
  - f. Carry on its Work to ensure only minimal interference or disruption of Grantor's school operations on Grantor's Parcel and at such times which are satisfactory and approved by Grantor.
5. **Restoration of the Grantor's Parcel.** If any portion of Grantor's Parcel is disturbed or altered in the performance of any Work by Grantee, its agents or contractors, Grantee shall, at its sole cost, restore the disturbed and altered portion of Grantor's Parcel to substantially the same condition that existed prior to such disturbance or alteration.
6. **Consideration.** Grantee, in consideration for the above-described Temporary Construction Easement agrees to pay Grantor the sum of Six Dollars (\$6.00) for the Temporary Easement Area, receipt of which is hereby acknowledged by Grantor.
7. **Indemnification.** Grantee, by acceptance and execution of this Agreement, hereby agrees to indemnify, defend, and hold harmless Grantor, its Board of Education, its Board members, in their official and individual capacities, its administrators, employees, agents, contractors, representatives, successors and assigns from and against any and all claims, counter-claims, suits, debts, demands, actions judgments, liens, liabilities, damages, costs, expenses for any injury to any person(s) on or within the Temporary Construction Easement Area, or damage to any property, including but not limited to property of Grantor, paid or incurred by Grantor, arising out of, resulting from or incident to, any act or omission of Grantee, its successors, assigns, agents, guests, licensees, invitees, employees, contractors, or any person(s) under oral or written contract with Grantee relative to the Temporary Construction Easement Area or use thereof granted herein. This Paragraph shall not be limited by Grantee's insurance obligations contained in this Agreement.
8. **Termination.** This Temporary Construction Easement Agreement shall terminate automatically at the earlier of: 1) completion of the sidewalk; or 2) December 31, 2025. Upon termination because of failure to diligently proceed with and complete construction and installation of the sidewalk within the foregoing time periods provided herein, Grantee, at its sole cost and expense, shall cause all improvements or components related to the construction and installation of the sidewalk to be removed and Grantor's Parcel to be restored in accordance with Paragraph 5 herein. If Grantee fails to comply with the obligations contained within this Paragraph 8, Grantor has the right to cause all improvements or components of the sidewalk to be removed and Grantee shall be obligated to indemnify and hold the Grantor harmless from and against any and all reasonable costs, liabilities and expenses which arise from such removal by Grantor.
8. **Liability of Grantee.** Grantee, by acceptance and execution of this Agreement, shall be solely responsible to Grantor and shall pay, or cause to be paid, any claims or liabilities including all costs, expenses and actual attorney fees, for any injury to any person(s), or damage to any property, including but not limited to property of Grantor, paid or incurred by Grantor, arising out of, or incident to, the actions, including but not limited to, any construction, installation, inspection, operation, maintenance, improvement, repair, replacement, removal and/or any such work performed upon Grantor's Parcel on, or appurtenant to, the easement granted hereunder, of Grantee, its designee, agents, employees or any person(s) under oral or written contract with Grantee.
9. **Nonexclusive Temporary Easement.** The easement, rights, and privileges granted herein are nonexclusive, and Grantor reserves and retains the right to convey similar easements and rights to such other persons as Grantor may deem proper provided such similar easements do not affect Grantee's easement.

10. **Liability of Grantee.** Grantee shall be responsible to Grantor for liabilities incurred by Grantor, arising out of the actions of Grantee during the construction, installation, inspection, operation, maintenance, improvement, repair, replacement, removal and/or any such Work performed upon Grantor's Parcel on the easement granted. These liabilities shall include costs, expenses, reasonable attorney's fees and liabilities for personal injury or property damage, including damage to property of Grantor. The terms "Grantee" and "Grantor" shall include their designees, agents, contractors, successors and employees. Nothing in this clause shall be construed to limit either Grantee's or Grantor's defenses and rights, including the right to assert a claim of governmental immunity.

11. **Compliance with Applicable Law.** Grantee shall conduct the construction, installation, inspection, operation, maintenance, improvement, repair, replacement, removal and/or any such Work performed upon Grantor's Parcel in accordance with all applicable federal, state and local laws, codes, regulations and ordinances regarding same.

12. **Construction Liens.** Grantee shall not permit any construction liens to be filed against its interest under this Temporary Construction Easement or any interest it holds in Grantor's Parcel. If any such construction lien shall attach, Grantee shall bond it off or otherwise cause it to be discharged within fifteen (15) days from the date of its filing.

13. **Covenants to Run with Land.** The covenants contained in this Temporary Construction Easement Agreement shall run with the land and shall be binding upon the parties and their respective heirs, representatives and successors.

14. **Recording of Easement.** This Temporary Construction Easement Agreement shall be executed in recordable form and shall be recorded with the Kalamazoo County Register of Deeds.

15. **Entire Agreement.** This Temporary Construction Easement Agreement, and any exhibits, constitute the entire agreement between the parties. All prior negotiations and agreements regarding the subject matter of this Agreement between the parties, whether written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by both parties.

The parties hereto have executed this Sidewalk Easement Agreement as of the day and year first above written.

**GRANTOR:**  
**KALAMAZOO PUBLIC SCHOOL DISTRICT**

By: \_\_\_\_\_

Print Name: Laura Kayser

Its: Chief Financial Officer

STATE OF MICHIGAN       )  
                                          ) ss  
COUNTY OF KALAMAZOO   )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared Laura Kayser, Chief Financial Officer of Kalamazoo Public School District, a Michigan general powers school district, to me known to be the same person who executed the within instrument on behalf of Kalamazoo Public School District and who acknowledges the same to be the free act and deed of Kalamazoo Public School District.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
County, Michigan  
County, Michigan  
Acting in  
My commission expires:

**GRANTEE:**



**EXHIBIT A**

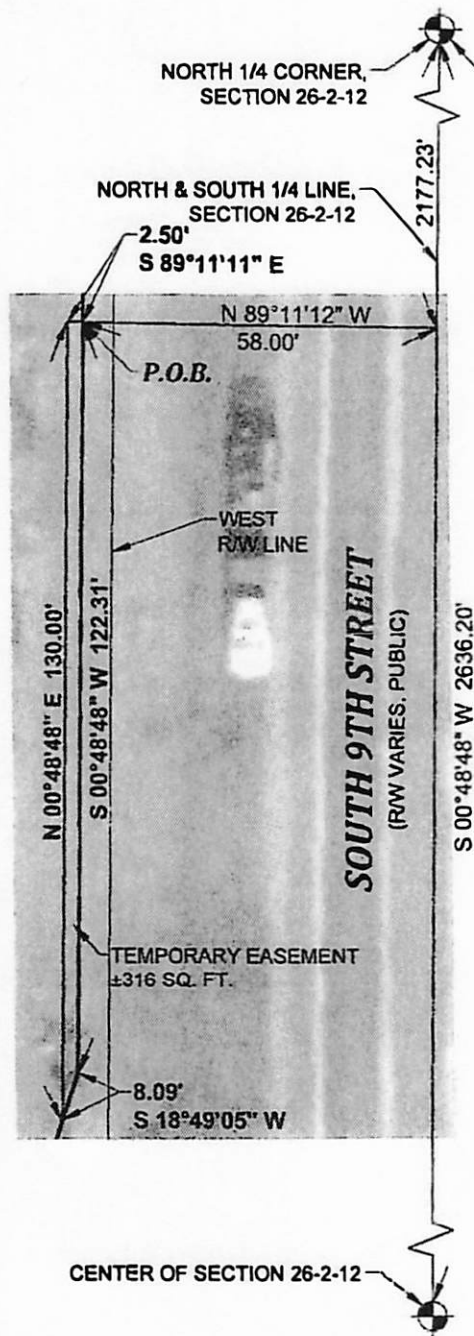
**LEGAL DESCRIPTION AND DEPICTION OF  
TEMPORARY CONSTRUCTION EASEMENT AREA**

STATE OF MICHIGAN  
KALAMAZOO COUNTY  
OSHTIMO TOWNSHIP  
SECTION 26, T. 02S, R. 12W

## EXHIBIT "A"

KALAMAZOO PUBLIC SCHOOLS  
2294 SOUTH 9TH STREET  
KALAMAZOO, MI 49008  
C/O 1220 HOWARD STREET  
KALAMAZOO, MI 49008  
PARCEL ID 05-26-180-018

THIS IS NOT A  
BOUNDARY SURVEY.



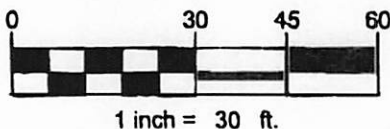
### P.O.C. EASEMENT DESCRIPTION:

AN EASEMENT IN THAT PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 12 WEST, OSHTIMO TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 26; THENCE SOUTH 00° 48' 48" WEST ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 26 A DISTANCE OF 2177.23 FEET; THENCE NORTH 89° 11' 12" WEST PERPENDICULAR TO SAID QUARTER LINE 58.00 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE SOUTH 00° 48' 48" WEST PARALLEL WITH THE WEST RIGHT OF WAY LINE OF SOUTH 9TH STREET 122.31 FEET; THENCE SOUTH 18° 49' 05" WEST 8.09 FEET; THENCE NORTH 00° 48' 48" EAST PARALLEL WITH SAID RIGHT OF WAY LINE 130.00 FEET; THENCE SOUTH 89° 11' 11" EAST 2.50 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE RELATED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD OR OTHERWISE.

SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED IN A FULL AND ACCURATE TITLE SEARCH.



*[Signature]*  
JOEL J. EAST  
PS - 4001065181

12/22/2023

DATE

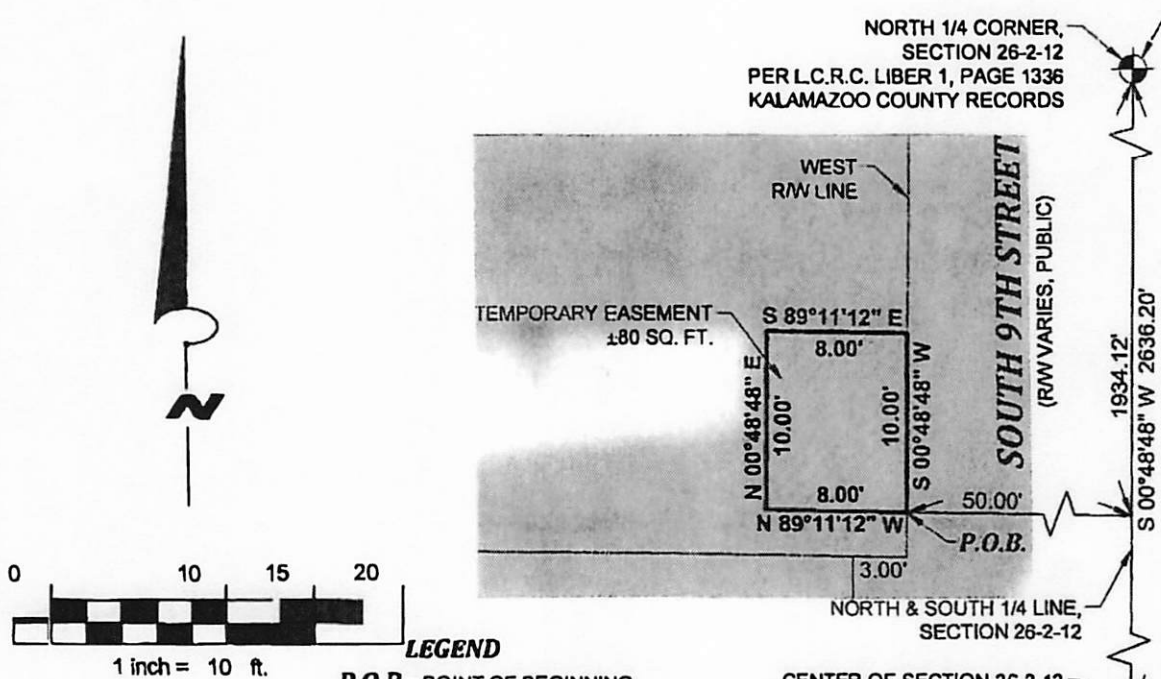
### TEMPORARY EASEMENT

|                            |                    |                  |                                                                                                       |
|----------------------------|--------------------|------------------|-------------------------------------------------------------------------------------------------------|
| <b>TEMPORARY EASEMENT</b>  |                    |                  |                                                                                                       |
|                            |                    | DRAWN BY: HAP    | CHECKED BY: GDH                                                                                       |
| PROPERTY ID: 05-26-180-018 |                    | SCALE: AS SHOWN  | EXHIBIT "A" PREPARED BY:<br>WIGHTMAN<br>433 EAST RANSOM STREET<br>KALAMAZOO, MI 49007<br>269-327-3532 |
| EASEMENT: TEMP-3           | TEMPORARY EASEMENT | W&A JOB#: 234018 |                                                                                                       |
| DATE CREATED: 12/18/2023   |                    | REVISIONS:       |                                                                                                       |

STATE OF MICHIGAN  
KALAMAZOO COUNTY  
OSHTIMO TOWNSHIP  
SECTION 26, T. 02S, R. 12W

**EXHIBIT "A"**  
KALAMAZOO PUBLIC SCHOOLS  
2294 SOUTH 9TH STREET  
KALAMAZOO, MI 49009  
PARCEL ID: 05-26-180-017

THIS IS NOT A  
BOUNDARY SURVEY.



**EASEMENT DESCRIPTION:**

AN EASEMENT IN THAT PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 12 WEST, OSHTIMO TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 26; THENCE SOUTH 00° 48' 48" WEST ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 26 A DISTANCE OF 1934.12 FEET; THENCE NORTH 89° 11' 12" WEST PERPENDICULAR TO SAID QUARTER LINE 50.00 FEET TO THE WEST RIGHT OF WAY LINE OF SOUTH 9TH STREET AND THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE CONTINUING NORTH 89° 11' 12" WEST 8.00 FEET; THENCE NORTH 00° 48' 48" EAST PARALLEL WITH SAID RIGHT OF WAY LINE 10.00 FEET; THENCE SOUTH 89° 11' 12" EAST 8.00 FEET TO SAID RIGHT OF WAY LINE; THENCE SOUTH 00° 48' 48" WEST ON SAID RIGHT OF WAY LINE 10.00 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE RELATED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD OR OTHERWISE.

SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED IN A FULL AND ACCURATE TITLE SEARCH.



*[Signature]*  
JOEL J. EAST  
PS - 4001065181

12/13/2023  
DATE

| TEMPORARY EASEMENT         |  |                  |                                                                                                       |
|----------------------------|--|------------------|-------------------------------------------------------------------------------------------------------|
| PROPERTY ID: 05-26-180-017 |  | DRAWN BY: HAP    | CHECKED BY: HK                                                                                        |
| EASEMENT: 2023-1           |  | SCALE: AS SHOWN  | EXHIBIT "A" PREPARED BY:<br>WIGHTMAN<br>433 EAST RANSOM STREET<br>KALAMAZOO, MI 49007<br>269-327-3532 |
| DATE CREATED: 11-29-2023   |  | W&A JOB#: 234018 |                                                                                                       |
|                            |  | REVISIONS:       |                                                                                                       |

KALAMAZOO PUBLIC SCHOOL  
Office of the Superintendent

TO: Board of Trustees  
FROM: Dr. Darrin Slade, Superintendent  
DATE: May 09, 2024  
SUBJECT: Personnel Changes

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

- I. Employment
  - A. Professional/Management  
**Lance P. Bentley**, Special Education Teacher, Loy Norrix High School, 04/22/2024
  - B. Classified
- II. Promotions/Key Transfers
  - A. Professional/Management
  - B. **Aaron D. Mason**, transfer from Interim Assistant Principal to Assistant Principal, Dr. Martin Luther King Jr. in Westwood Elementary School, 07/01/2024  
**Ebony C. Sikaundi**, transfer from Interim Principal to Principal, Greenwood Elementary School, 07/01/2024  
**Gregory A. Straka**, transfer from Interim Assistant Principal/Athletic Director to Assistant Principal/Athletic Director, Kalamazoo Central High School, 07/01/2024
  - C. Classified  
**Jolie-ann B. Corda**, transfer from District Technology Technician to Technology Support Manager, Technology Services, 05/06/2024  
**Ryann M. Manke**, transfer from Interim Administrative Assistant to Administrative Assistant, Human Resources, 04/29/2024
- III. Leaves of Absence
  - A. Professional/Management
  - B. Classified
- IV. Terminations
  - A. Professional/Management  
**Alyson M. Johnson**, Elementary General Music Teacher, Northeastern Elementary School, Resignation, 08/02/2024  
**Anthony J. Roberts**, Second Grade Teacher, Northeastern Elementary School, Resignation, 06/30/2024  
**Judy C. Warren**, Social Worker, Washington Writers' Academy, Retire, 06/30/2024
  - B. Classified  
**Jamie A. Anderson**, Special Education Paraprofessional, Edison Academy, Resignation, 04/19/2024  
**Alaina S. Partin**, Montessori Teaching Assistant, Northglade Montessori Magnet School, Resignation, 04/12/2024  
**Winter E. Whipple**, Lead Secretary, Milwood Magnet School: A Center for Math, Science and Technology, Resignation, 06/13/2024

2

- 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 SCHOOLS**  
**Office of the Superintendent**

**TO:** Board of Trustees

**FROM:** Dr. Darrin Slade, Superintendent

**DATE:** May 9, 2024

**SUBJECT:** Resolution Regarding the 2024-2025 Kalamazoo Regional Educational Service Agency (KRESA) Budget

**RECOMMENDATION:** It is recommended that the Board support the KRESA budget as reflected on the attached “RESOLUTION FOR LOCAL DISTRICT VOTE ON ISD GENERAL FUND BUDGET.”

**RATIONALE:** In accordance with Section 380.624 of the Revised School Code, the Board must adopt a resolution expressing its support or disapproval of the proposed Intermediate School District (ISD) budget, and must submit to the ISD Board any specific objections and proposed changes the Board may have to the budget prior to June 1, 2024.

To: Local District Boards of Education

From: Scott Thomas, Assistant Superintendent for Business Services 

Date: April 26, 2024

Subject: Kalamazoo RESA 2024-2025 Original General Education Fund Budget Narrative and Resolution

Kalamazoo RESA (KRESA) is an intermediate school district dedicated to providing comprehensive educational services to students, schools and families in southwest Michigan. The agency focuses on five Centers of Excellence: Special Education, Early Childhood, Career Connect, Educator Supports and Operational Supports. Through these Centers of Excellence, KRESA is committed to empowering students and educators, fostering a robust and thriving educational environment in the Kalamazoo County region.

KRESA's 2024-2025 Original General Fund budget shows an overall decrease in revenues of approximately 3.4% and an overall decrease in expenditures of approximately 3.3% compared to the 2023-2024 revised budget. These decreases are primarily due to the reduction of grant revenues and their related expenditures, as well as other changes in the various General Fund departments discussed in more detail below. The budget anticipates an overall deficit of \$215,999. This will leave the General Fund with an estimated unassigned fund balance on June 30, 2025 of \$10,243,652 or 15.7% of annual expenditures.

KRESA's sources of General Fund revenues include an operating tax levy of 0.1428 mills on all property in the KRESA area. We are anticipating that property taxable values will increase by 6.0% and that property tax revenue will increase by \$81,684. State aid is received through Section 81 of the State Aid Act and this budget assumes Section 81 State Aid will remain flat. Grants make up a large portion of the revenue received by KRESA, as well as departments that provide services on a fee for service basis or shared service agreements.

KRESA's expenditures include the following assumptions: 3.0% increase in health insurance costs, retirement costs based on ORS published rates effective 10-1-2024, and a compensation adjustment for staff that includes a 5% increase on pay schedules and step advancements.

KRESA's General Fund revenues and expenditures are categorized in the following departments, which are supported by the attached proposed budget resolution:

General Administration and Operations: These expenses include the General Fund portion of the Board of Education, Superintendent's Office, Communications, Human Resources, Business Office, and Maintenance and Operations departments. These departments are primarily funded through a portion of property tax revenue and Section 81 State Aid revenue.

**Southwest MiTech Technology Services:** The Southwest MiTech Technology Services department supports the technology needs of KRESA programs, state reporting compliance, on-site technology support staff to schools, the Michigan Data Hub, internet bandwidth and phone service to local schools, network engineering and customer service support personnel. Many of the services provided are on a fee for service model and direct support is charged back to the various KRESA departments. The Michigan Data Hub is funded by a state grant. KRESA's General Fund budget is projected to contribute an additional \$448,534 to support this department.

**Great Start Collaborative (GSC) and Great Start Readiness Program (GSRP):** This budget includes early childhood services and programming county-wide. Funding includes state and local grants, and \$21,145 in direct support from KRESA's General Fund budget. The budget assumes funding for 1,984 GSRP preschool slots with 1,530 of these slots being provided to local districts and private providers.

**Print Center:** The Print Center is funded with fee for service in the areas of our full print shop, graphic arts services, county-wide delivery services and shredding services. Schools who participate in the program pay a fee for the services they purchase. The Print Center is showing a small surplus of \$3,289 that is used to offset future equipment replacement purchases.

**Instructional Services and Community Supports:** The Instructional Services department is funded with state and federal grants along with local district professional development consortium contributions, fee for service coaching and consulting billings, and a direct contribution from the KRESA General Fund budget of \$461,830. The expenditures include the following grants: Title I Regional Assistance, Sec 35a Early Literacy, MiSTEM Math Action Area, Sec 31n Mental Health and a few other various grants. Instructional Services leads workshops through the professional development consortium, and provides instructional coaching and consulting services to local school districts.

**Career Connect Education for the Arts (EFA) and Career & Technical Education (CTE) Consortia:** These programs provide arts education, and career and technical education opportunities to all students within the Kalamazoo RESA area. They are funded with a combination of state, federal and local grants, and local district and KRESA funding. EFA and CTE have advisory boards that include local district superintendents that complete annual reviews of the programs including program budgets. Local school districts contribute to the high school programs for both EFA and CTE, as well as support for administrative costs for EFA. The KRESA General Fund budget directly contributes \$100,000 to the administration of the EFA program. The CTE millage was passed in 2019 and some of the costs that were previously paid for by local district contributions and KRESA's General Fund are being paid from the Career Connect Special Revenue Fund. CTE redesign efforts are still ongoing, with the Career Connect Campus building scheduled to open to students in Fall of 2025.

**Career Connect YOU:** YOU operates programs that provide career learning, job training and education assistance to youth in Kalamazoo, Calhoun, St. Joseph and Branch counties. Programs include MyCity, CareerNow, Bridging Opportunities, WIOA Youth Services, Jobs for Michigan's Graduates, and on-site education programming, such as, Education Reconnection. YOU is funded with a combination of federal, state and local grants, and this budget includes \$4,489,838 in revenues and expenses to operate these programs.

Regional Transportation Safety Institute (RTSI): RTSI provides training of transportation staff for a nine-county consortium. This includes required training for beginning school bus drivers, continuing education for all bus drivers and training for transportation supervisor staff. RTSI is a provider for CDL/GDL and motorcycle testing for the State of Michigan, handles the mandatory drug testing program and runs the Eaton Proving Grounds program to teach defensive driving classes to school bus drivers. This program is funded through a fee for service model and Section 74 State Aid funding.

Head Start Grant: The budget includes \$7,012,838 in grant revenues and expenses to operate KRESA's Head Start program, which serves 596 three and four year olds within Kalamazoo County with preschool, family and health support services.

Enhancement Millage: This budget includes \$15,957,930 in revenue for the enhancement millage that was approved by voters in May of 2023. Enhancement millage revenue is distributed back to the local districts and public school academies to support their operations, which equates to approximately \$465 per student.

Attached to this budget narrative please find the Resolution for Local District Vote on ISD General Fund Budget and KRESA's proposed 2024-2025 General Fund Budget Resolution. Local district Boards of Education are required to adopt a resolution expressing its support or disapproval of KRESA's General Fund proposed budget during its May meeting, and submit to KRESA's Board of Education any specific objections and/or proposed changes prior to June 1, 2024.

More information on KRESA's Centers of Excellence, and additional details on KRESA's programs and services can be found in our annual report. KRESA's most recent annual report can be found on our website here: <https://www.kresa.org/site/Default.aspx?PageID=1882>

Please contact me at 269.250.9363 or [scott.thomas@kresa.org](mailto:scott.thomas@kresa.org) for any questions related to KRESA's 2024-2025 Original General Fund budget. Thank you.

RESOLUTION FOR LOCAL DISTRICT VOTE ON ISD GENERAL FUND  
BUDGET

|                                                                                                         |
|---------------------------------------------------------------------------------------------------------|
| Kalamazoo Regional Educational Service Agency<br>("ISD")<br>GENERAL EDUCATION FUND BUDGET<br>RESOLUTION |
|---------------------------------------------------------------------------------------------------------|

A \_\_\_\_\_ meeting of the Board of Education of the \_\_\_\_\_  
School District was held at the \_\_\_\_\_ on \_\_\_\_\_,  
2024, at \_\_\_\_\_.

Members present were: \_\_\_\_\_  
\_\_\_\_\_

The following preamble and resolution were offered by Member \_\_\_\_\_  
and seconded by Member \_\_\_\_\_.

WHEREAS:

This Board received the Kalamazoo Regional Educational Service  
Agency General Education Fund Budget on or before May 1, 2024;  
and

WHEREAS:

In accordance with Section 380.624 of the Revised School Code, this  
Board must now adopt a resolution expressing its support or  
disapproval of the proposed ISD budget, and must submit to the ISD  
Board any specific objections and/or proposed changes the Board may  
have to the budget prior to June 1, 2024.

THEREFORE, BE IT RESOLVED THAT:

The ISD General Education Fund Budget for the 2024-2025 school  
year be ("supported" or "disapproved for the reasons attached hereto"),  
and that the Secretary of the Board is hereby directed to submit a copy  
of this Resolution to the Secretary of the ISD Board of Education,  
along with any specific objections or proposed changes to the budget.

Ayes:     Members \_\_\_\_\_

Nays:     Members \_\_\_\_\_

Motion declared \_\_\_\_\_.

The undersigned duly qualified and acting Secretary of the Board of Education of \_\_\_\_\_, Michigan hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board at a \_\_\_\_\_ meeting held on \_\_\_\_\_, 2024, the original of which resolution is a part of the Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

Signed:

\_\_\_\_\_  
Secretary, Board of Education

**RESOLUTION FOR ADOPTION BY THE BOARD OF EDUCATION OF  
KALAMAZOO REGIONAL EDUCATIONAL SERVICE AGENCY  
2024-2025 ORIGINAL GENERAL EDUCATION FUND BUDGET**

RESOLVED, that this resolution shall be the appropriations of Kalamazoo Regional Educational Service Agency for the 2024-2025 fiscal year; a resolution to make appropriations; to provide for the expenditure of the appropriations; and to provide for the disposition of all revenues received by Kalamazoo Regional Educational Service Agency.

BE IT FURTHER RESOLVED, that the total revenues and unappropriated fund balance estimated to be available for appropriation in the GENERAL EDUCATION FUND of the Kalamazoo Regional Educational Service Agency for fiscal year 2024-2025 is as follows:

|                      | ACTUAL<br>2022-23 | ORIGINAL<br>2023-24 | REVISED<br>2023-24 | ORIGINAL<br>2024-25 |
|----------------------|-------------------|---------------------|--------------------|---------------------|
| <b>REVENUES:</b>     |                   |                     |                    |                     |
| Local                | 21,226,193        | 21,235,947          | 21,742,866         | 22,114,679          |
| State                | 17,931,463        | 20,128,028          | 24,387,581         | 23,930,246          |
| Federal              | 11,168,960        | 11,834,339          | 13,301,152         | 11,188,446          |
| Other Sources        | 7,735,753         | 8,559,582           | 8,069,288          | 8,000,183           |
| <b>Total Revenue</b> | <b>58,062,369</b> | <b>61,757,896</b>   | <b>67,500,887</b>  | <b>65,233,554</b>   |

BE IT FURTHER RESOLVED, that \$65,449,553 of the total available to appropriate in the GENERAL EDUCATION FUND is hereby appropriated in the amounts and for the purpose set forth below:

|                               |                   |                   |                   |                   |
|-------------------------------|-------------------|-------------------|-------------------|-------------------|
| <b>Instruction:</b>           |                   |                   |                   |                   |
| Basic Programs                | 4,744,673         | 6,007,555         | 5,947,302         | 5,659,665         |
| Added Needs                   | 801,288           | 1,068,800         | 1,185,724         | 1,242,297         |
| <b>Support Services:</b>      |                   |                   |                   |                   |
| Pupil                         | 2,803,041         | 3,307,551         | 3,377,207         | 2,042,973         |
| Instructional staff           | 5,213,970         | 5,827,392         | 6,272,643         | 6,174,200         |
| General Administration        | 493,782           | 609,031           | 857,547           | 908,240           |
| School Administration         | 499,625           | 548,212           | 605,303           | 554,254           |
| Business                      | 1,287,509         | 1,470,539         | 1,488,806         | 1,485,094         |
| Operations and Maintenance    | 1,024,550         | 1,296,174         | 1,398,525         | 1,342,102         |
| Transportation                | 795,349           | 938,758           | 989,743           | 922,917           |
| Central                       | 9,805,643         | 10,853,819        | 11,691,246        | 11,881,426        |
| Other Support Services        | 384,402           | -                 | 7,500             | 23,500            |
| Community Services            | 5,973,220         | 5,125,460         | 6,107,130         | 5,598,336         |
| Other Financing Uses          | 22,708,957        | 24,869,407        | 27,721,596        | 27,614,549        |
| <b>Total Expenditures</b>     | <b>56,536,009</b> | <b>62,022,698</b> | <b>67,650,272</b> | <b>65,449,553</b> |
| <b>Revenues over Expenses</b> | <b>1,526,360</b>  | <b>(264,802)</b>  | <b>(149,385)</b>  | <b>(215,999)</b>  |
| <b>FUND BALANCE - July 1</b>  | <b>9,082,676</b>  | <b>8,930,643</b>  | <b>10,609,036</b> | <b>10,459,651</b> |
| <b>FUND BALANCE - JUNE 30</b> | <b>10,609,036</b> | <b>8,665,841</b>  | <b>10,459,651</b> | <b>10,243,652</b> |

FURTHER RESOLVED, that no board of education member or employee of the school district shall expend any funds or obligate the expenditure of any funds, except pursuant to appropriations made by the board of education and in keeping with the budgetary policy statement hitherto adopted by the board. Changes in the amount appropriated by the board shall require approval by the board.

BE IT FURTHER RESOLVED, that the Superintendent is hereby charged with general supervision on the execution of the budgets adopted by the board and shall hold the department heads responsible for performance of their responsibilities within the amounts appropriated by the board of education and in keeping with the budgetary policy statement hitherto adopted by the board. (Resolution effective 6/18/2024)

Note: The General Education tax levy for 2024 is proposed to be 0.1428 mills and the Regional Enhancement tax levy for 2024 is proposed to be 1.5000 mills. These millages will be levied on all properties to be used for operating purposes as described above.

# KALAMAZOO PUBLIC SCHOOLS

## CONFERENCE / TRAVEL REQUEST FORM

(Requests must be made 14 days prior to early registration deadline)

Board Policy 1.3 and The Revised School Code (MCL Act 451 §380.1254) permits the school district to pay actual, reasonable, and necessary expenses incurred by a board member in performing functions as authorized by the Board of Trustees. Registration and travel arrangements can only be completed after board approval.

Patti Sholler-Barber

Name

4/28/2024

Request Date

MASB Summer Institute 2024

Name of Event

8/14 - 8/18

Date of Conference/Class

### CONFERENCE INFORMATION

Is this an MASB conference? ☒ Yes ☐ No If no, please indicate: \_\_\_\_\_

Is this request in time to receive early registration discount on conference? ☒ Yes ☐ No

Attending: ☒ In person ☐ Virtual ☐ Other; please explain: \_\_\_\_\_

List courses/sessions you plan to attend. *\*NOTE: Registration cannot be finalized unless this section is completed.\**

8/16 All day workshop

8/17 All day workshop

### LODGING INFORMATION

Lodging required? ☒ Yes ☐ No Check-in and check-out dates? 8/14 - 8/17

Conference hotel name Fairfield Inn

Is this request in time to receive the discounted room rate? ☒ Yes ☐ No

### OTHER

Dietary requirements? \_\_\_\_\_

Any additional information? \_\_\_\_\_

For office use only. Date received \_\_\_\_\_ Approval date? \_\_\_\_\_

☐ Registration \_\_\_\_\_ ☐ Hotel \_\_\_\_\_ ☐ Confirmation(s) sent \_\_\_\_\_

☐ Per Diem (?) \_\_\_\_\_ ☐ Other \_\_\_\_\_

**KALAMAZOO PUBLIC SCHOOLS**

**CONFERENCE / TRAVEL REQUEST FORM**

(Requests must be made 14 days prior to early registration deadline)

Board Policy 1.3 and The Revised School Code (MCL Act 451 §380.1254) permits the school district to pay actual, reasonable, and necessary expenses incurred by a board member in performing functions as authorized by the Board of Trustees. Registration and travel arrangements can only be completed after board approval.

TiAnna Harrison

Name

5/9/2024

Request Date

MASB Summer Institute 2024

Name of Event

8/15 - 8/18

Date of Conference/Class

**CONFERENCE INFORMATION**

Is this an MASB conference? ☒ Yes ☐ No If no, please indicate: \_\_\_\_\_

Is this request in time to receive early registration discount on conference? ☒ Yes ☐ No

Attending: ☒ In person ☐ Virtual ☐ Other; please explain: \_\_\_\_\_

List courses/sessions you plan to attend. *\*NOTE: Registration **cannot** be finalized unless this section is completed.\**

8/16 All day workshop

8/17 Board President Workshop Part 1

8/18 Board President Workshop Part 2

**LODGING INFORMATION**

Lodging required? ☒ Yes ☐ No Check-in and check-out dates? 8/15 - 8/18

Conference hotel name Holiday Inn Express

Is this request in time to receive the discounted room rate? ☒ Yes ☐ No

**OTHER**

Dietary requirements? \_\_\_\_\_

Any additional information? \_\_\_\_\_

For office use only. Date received \_\_\_\_\_ Approval date? \_\_\_\_\_

☐ Registration \_\_\_\_\_ ☐ Hotel \_\_\_\_\_ ☐ Confirmation(s) sent \_\_\_\_\_

☐ Per Diem (?) \_\_\_\_\_ ☐ Other \_\_\_\_\_