

KALAMAZOO PUBLIC SCHOOLS
Office of the Superintendent
1220 Howard Street
Kalamazoo, MI 49008
Telephone (269) 337-0123 | TDD (269) 337-0152
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October 14, 2025

**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, October 16, 2025, at 7:00 p.m. in the Boardroom 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://publicmedianet.org/pmn-five/>.

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

Revised: November 21, 2024

This policy supersedes all other policies on this issue.

KALAMAZOO PUBLIC SCHOOLS
Board of Education Meeting
1220 Howard Street, Kalamazoo, MI 49008
October 16, 2025 – 7:00 p.m.
A G E N D A

- 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**
September 25, 2025 Regular Meeting Minutes
 - B. Business and Financial Reports**
Purchase Recommendation 2026-11
Approval of Temporary Grading Easement - South Westnedge School
 - C. Personnel Items**
Personnel Changes
- IX. Reports and Recommendations**
 - A. Superintendent's Report**
 - B. Approval of Capital Campaign for Chenery Auditorium**
 - C. Approval of the 2025-2026 contractual agreement with the Kalamazoo Support Professionals bargaining unit**
- X. Persons Requesting to Address the Board (3-minute individual limit)**
- XI. Other Business**
- XII. Comments by Trustees/Superintendent**
- XIII. Closed Session (if needed)**
- XIV. Next Regular Board of Education Meeting: Thursday, November 6, 2025 – 7:00 p.m.**

KALAMAZOO PUBLIC SCHOOLS
Board of Education Meeting
1220 Howard Street
September 25, 2025 - Regular Meeting Minutes

I. Call to Order

Vice President Carol McGlinn called the meeting to order at 7:00 p.m.

II. Pledge of Allegiance

The Pledge of Allegiance was recited.

III. Acceptance of Agenda

Vice President McGlinn called for a motion to accept the agenda.

MOTION: Trustee Patti Sholler-Barber, supported by Trustee Takisha Johnson, moved to amend the agenda to include the Communities In Schools report after Correspondence.

Disposition: Voice vote; all in favor. The motion was carried unanimously by trustees present.

Vice President McGlinn called for a motion to accept the amended agenda.

MOTION: Trustee Patti Sholler-Barber, supported by Secretary Jennie Hill, moved to accept the amended agenda.

Disposition: Voice vote; all in favor. The motion was carried unanimously by trustees present.

IV. Attendance

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

V. Committee Reports/School Reports

Trustee Sholler-Barber updated from the Communities In Schools Committee meeting. She shared the slide presentation from the CIS board workshop that took place on September 18. She encouraged the board to attend a CIS site visit in the KPS buildings.

Vice President McGlinn announced committees will resume October 1.

VI. Correspondence

Secretary Hill reported the correspondence for the period of September 3 - September 23 2025.

- Email received on September 9 from Karmella Todd regarding a PowerSchool concern. Secretary Hill replied on September 23.
- Email received on September 9 from Lesa Brenner regarding enrollment concerns. Dr. Slade replied on September 17 and Secretary Hill replied on September 23.

- Email received on September 20 from Jamie Dault seeking assistance getting connected with the KRESA Board of Education. Secretary Hill replied on September 23.
- Email received on September 22 from John McNeill sharing information on the Kalamazoo County proposed budget. Secretary Hill replied on September 23.
- Emails received between September 20 through September 23 from Sharlene Timmons, Debra Brookins, Wes Williams, W K Smith, D. Long, Brenda Hopper, David Trindle, Jasmin Collins, Shane Williams, and Leon Stachurski regarding the Junior Varsity Football incident. Dr. Slade replied to all emails on September 25.

VII. Consent Calendar

Vice President McGlinn presented the Consent Calendar items: VI.A.1 September 4, 2025 Regular Meeting Minutes, VI.A.2 September 5 Special Meeting Minutes, VI.B1. Purchase Recommendations 2026-9, 2026-10, Designated Depositories and Signers Resolution, and VI.C. Personnel Changes.

Motion: Trustee Sholler-Barber, supported by Secretary Hill, moved to accept the Consent Calendar.

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

Comments by Trustees

Patti Sholler-Barber

- Gave a shoutout to all who supported the 2022 bond.

VIII. Reports and Recommendations

A. Superintendent's Update

Dr. Slade thanked all staff for their contributions to the successful elementary school open house events. He also stated there were two teacher input sessions on Tuesdays. He thanked all the teachers for showing up. He announced there will be more meetings in the future. Dr. Slade thanked all the schools that participated in the First Day Shoe Fund. He thanked the organization for its support. He thanked the Milwood staff for their successful family fitness event. He announced upcoming events, including Knock and Talk and district climate and security meetings, which will start in October. Dr. Slade addressed the Kalamazoo Central JV football incident and wished the injured student a speedy recovery.

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

Public comments/audience participation. No actions taken.

X. Other Business

- A. Professional Development Request for Takisha Johnson
- B. Professional Development Request for Yvonne Payton

XI. Comments by Trustees/Superintendent

Patti Sholler-Barber

- Provided athletic update for Loy Norrix:

- Women's Swim and Dive are 6-0 and are on their 56th straight win. The Knights are ranked number 12 in Division I rankings. They will host the annual Loy Norrix Invitational on Saturday.
- Thanked the community for allowing her to seek professional development.
- Asked the community to donate any way they can to support CIS.
- Shoutout to First Day Shoe Fund.
- Stated the district will not tolerate racism.

Carol McGlinn

- Thanked all who attended the meeting tonight.
- Showed appreciation to all the district teachers.
- Stated racism does not belong here in the district.

Takisha Johnson

- Reminded all adults that the KPS student under discussion is a child.
- Reminded the community that silence does not stand for agreement.

Dr. Slade

- Thanked all who came to the podium for advocating their beliefs.
- Reminded the teachers the district goal is to resolve the contract soon.
- Reminded the community that all students who do the wrong thing will be held accountable every time.

XII. Closed Session

Not needed.

XIII. Next Board of Education Meeting

The next Regular Board of Education meeting is Thursday, October 16, 2025, at 7:00 p.m.

MOTION: Trustee Johnson, supported by Secretary Hill, 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 8:16 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: October 16, 2025

Request Number: 2026-11

Amount: \$69,215.25

Item: Early Childhood Playground Equipment at Winchell Elementary

Cost Center: 2018 Bond

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

Description of Need:

This purchase recommendation is for early childhood playground equipment at Winchell Elementary School. The equipment is specifically designed for 2-5 year old children so our PEEP classrooms will be able to use it. This purchase recommendation includes swings, 3 different structures, installation and soft surfacing. It will be installed near the new classrooms currently under construction.

Vendor: Game Time/Sinclair Recreation
Holland, MI

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

Low Bid Accepted: N/A

Additional Information:

Omnia Group Partners is a group purchasing organization that provides cooperative purchasing contracts for public and private sector entities. Kalamazoo Public Schools is a member of Omnia Group. GameTime c/o Sinclair Recreation (contract #2017001134) is also a member.

KALAMAZOO PUBLIC SCHOOLS
Office of the Superintendent

TO: Board of Trustees

FROM: Dr. Darrin Slade, Superintendent

DATE: October 16, 2025

SUBJECT: Approval of Temporary Grading Easement – South Westnedge School

RECOMMENDATION It is recommended that the Board approve the attached temporary grading easement to allow the City of Kalamazoo to construct a pedestrian crosswalk at South Westnedge School.

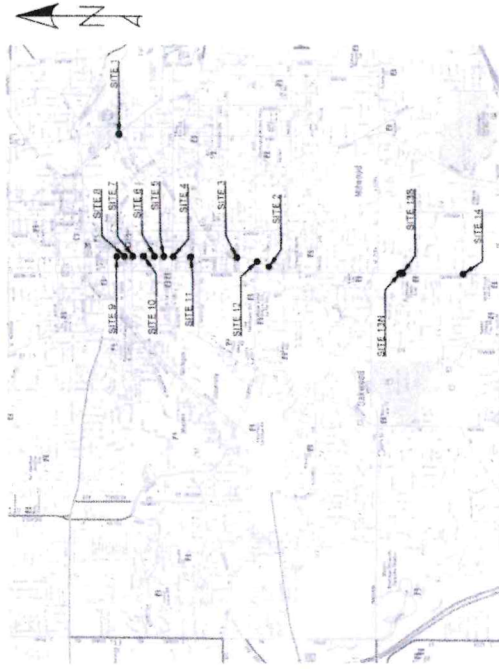
RATIONALE: Approval of this temporary grading easement will give permission for contractors to work in a designated area totaling 141.75 square feet (per the attached drawing) of South Westnedge School, located at 3333 South Westnedge. The plan is to construct an American with Disabilities Act (ADA) ramp and improve the cross walk. The City of Kalamazoo will pay the Kalamazoo Public Schools \$100 for the easement. Construction will take place in 2026.

PROJECT NO. 2400031 PROJECT NAME: CITY OF KALAMAZOO HSIP

THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) 2003 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND ASHTO 7TH EDITION (2018) A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS

FEDERAL HIGHWAY ADMINISTRATION & MICHIGAN DEPARTMENT OF TRANSPORTATION VRU HSIP GRANT FUNDED PROJECT - 15 LOCATIONS CITY OF KALAMAZOO

SECTION	CONTROL SEC	JOB NO.
1	396000	220102
1	396000	220115



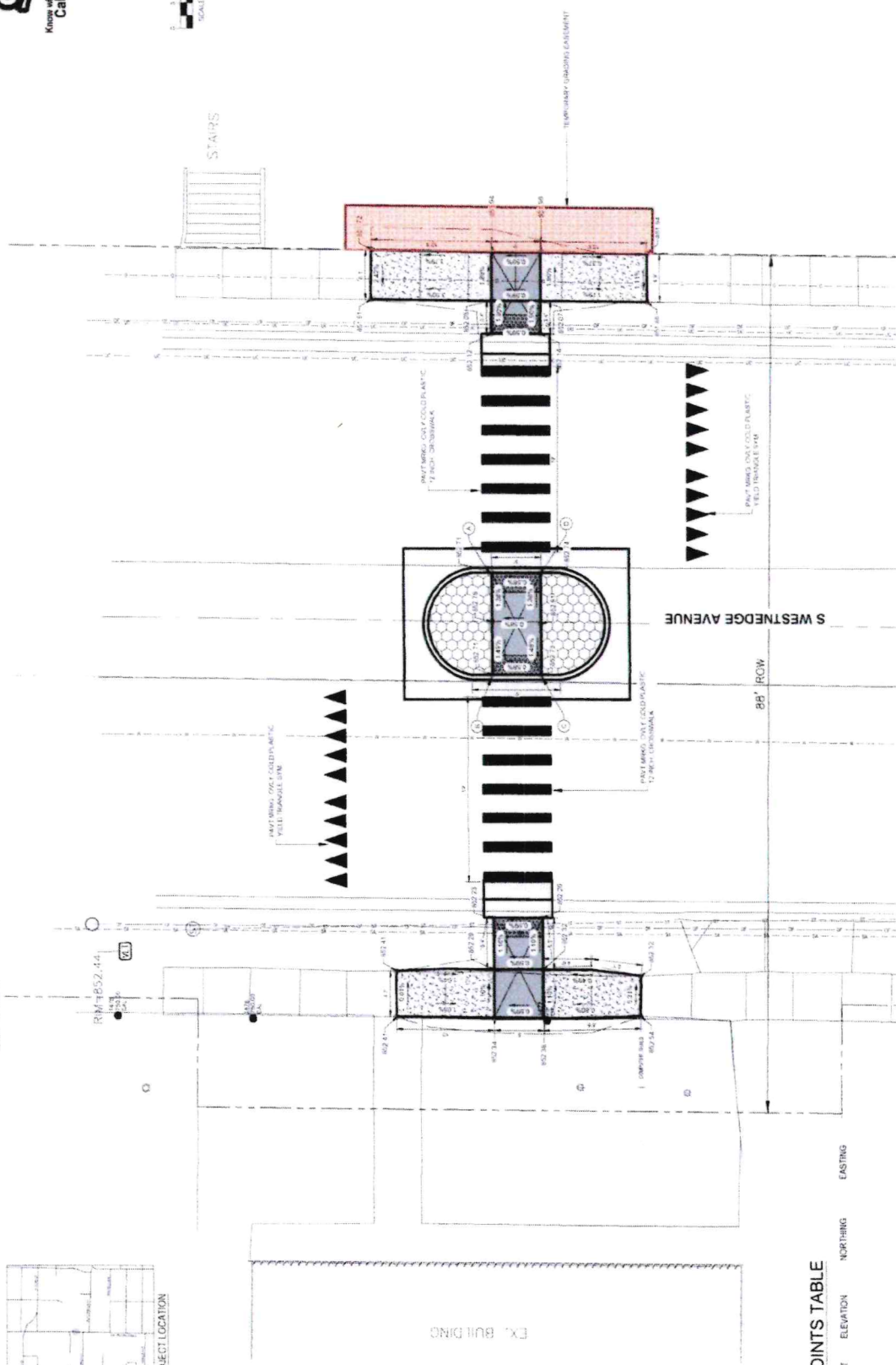
SITE NO.	NAME	PROPOSED DATA			EXISTING DATA		
		DATE	DATE	DATE	DATE	DATE	DATE
1	4500 W. JAWAY	2022	2022	2022	2022	2022	2022
2, 3 & 12	2800 S. STREET	2024	2024	2024	2024	2024	2024
4, 5, 6, 11	2800 S. STREET	2024	2024	2024	2024	2024	2024
7, 8, 9 & 10	2800 S. STREET	2024	2024	2024	2024	2024	2024
13, 14 & 15	2800 S. STREET	2024	2024	2024	2024	2024	2024



PROJECT NO. 2400031	CITY OF KALAMAZOO
ROAD	CITY OF KALAMAZOO HSIP
APPROVED BY:	APPROVED BY:
DESIGNED BY:	DESIGNED BY:
CHECKED BY:	CHECKED BY:
DATE:	DATE:
PROJECT NAME: CITY OF KALAMAZOO HSIP	PROJECT NAME: CITY OF KALAMAZOO HSIP
ENGINEER: THE MANNIK & SMITH GROUP, INC. 80% DESIGN	ENGINEER: THE MANNIK & SMITH GROUP, INC. 80% DESIGN



ELY'S WAY



POINTS TABLE

POINT	ELEVATION	NORTHING	EASTING
A			
B			
C			
D			

PROJECT NO. 3200031
DATE 2/20/15
9/29/2025

INTERSECTION DETAIL - S WESTNEDGE AT HUTCHINSON (N)
CITY OF KALAMAZOO HSIP
PROJECT #2 - SITE #10N

DESIGN PHASE
90% DESIGN
SHEET NO.
30 OF 47

TEMPORARY GRADING EASEMENT

This information required by Act 286, P.A. of 1964, in order to grant the City of Kalamazoo temporary access to the property.

For the sum of \$100.00

the grantor: **Kalamazoo Public School District**,
whose mailing address is 1220 Howard Street, Kalamazoo, MI 49008

grants to **City of Kalamazoo (the City)**, whose address is 241 W. South Street, Kalamazoo Michigan 49007, a 141.75-square feet Temporary Grading Easement to the City including, but not limited to, the right to enter the property in the designated area to perform earthwork and grading activities as designed and to restore the impacted surfaces to similar conditions.

Also included is the right to remove trees, shrubs, and vegetation as necessary in the judgment of the City as designed on the attached plans.

Improvements and restoration are without cost to the landowner and intended to benefit the landowner to blend together the property with the new sidewalk and road improvements.

Said temporary grading easement limits are shown on the exhibit provided by Mannik Smith Group, on parcel of land situated at 3333 S. Westnedge Avenue, Kalamazoo, MI 49001. Said Temporary Grading Easement shall expire upon completion of this project, VRU HSIP Grant Funded Project – 15 Locations.

Kalamazoo Public School District:

By: Laura Kayser, Chief Financial Officer

Date

Phone: _____

Email: _____

JOB NUMBER MCA# 1039-24-12764A Mannik Smith #2400031	PARCEL ID # ID# 06-34-112-001	NAME Kalamazoo Public School District
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KALAMAZOO PUBLIC SCHOOL
Office of the Superintendent

TO: Board of Trustees

FROM: Dr. Darrin Slade, Superintendent

DATE: October 16, 2025

SUBJECT: Personnel Changes

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

- I. Employment
 - A. Professional/Management
Spencer D. Chamberlain, English Teacher, Loy Norrix High School, 9/29/2025
 - B. Classified
 - Abigail L. Dantes**, Special Education Resource Room Paraprofessional, Loy Norrix High School, 09/29/2025
 - Tristan J. Koole**, Culinary Specialist, Food Service, 10/20/2025
 - Randall S. Levi**, Restorative Justice Interventionist, Kalamazoo Central High School, 10/13/2025
 - Iryna Prokopets**, Multilingual Paraprofessional, Phoenix High School, 10/06/2025
 - Alonja M. Wilson**, Assistant School Secretary - Child Accounting, Kalamazoo Central High School, 10/01/2025
- II. Promotions/Key Transfers
 - A. Professional/Management
Brittney D. Huepenbecker, Transfer from District Guest Teacher to Grade 2 at Arcadia Elementary School, 9/24/2025
 - B. Classified
 - Mindi S. Miller**, transfer from Supervisory Technical Secretary, Student Services and Leadership, to Executive Assistant - Special Projects, Student Services and Leadership, 7/1/2025
 - Rena L. Rhoades**, transfer from PEEP Paraprofessional, Washington Writers' Academy, to PEEP Paraprofessional, Woodward School, 09/26/2025
- III. Leaves of Absence
 - A. Professional/Management
 - B. Classified
- IV. Terminations
 - A. Professional/Management
 - Claire A. Thibodeau**, PEEP Teacher, Washington Writers' Academy, 09/12/2025, Resignation
 - Joshua Gottlieb**, Physics Teacher, Kalamazoo Central High School, 10/01/2025, Resignation
 - B. Classified
 - Tonitta D. Fisher**, Special Education Resource Room Paraprofessional, Woodward School, Resignation, 10/01/2025

Renee Haden, Special Education Resource Room Paraprofessional, Milwood Magnet School: A Center for Math, Science, and Technology, Resignation, 10/02/2025

Kaitlynn J. Taylor, Moderate Cognitively Impaired Self-Contained Paraprofessional, Spring Valley Center for Exploration, Termination, 09/23/2025

Alonja M. Wilson, PEEP Paraprofessional, Woodward School, Resignation, 09/25/2025

V. Termination from Leave of Absence

A. Professional/Management

Paula J. Morgan, Special Education Teacher, Hillside Middle School, Retirement, 10/01/2025

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: October 16, 2025

SUBJECT: Approval of Capital Campaign for Chenery Auditorium

RECOMMENDATION It is recommended that the Board approve the attached fund raising and grant agreement to pursue a \$5.8 million capital campaign in partnership with the Kalamazoo Arts Council (Arts Council) to provide improvements at Chenery Auditorium.

RATIONALE: Chenery recently celebrated its 100th anniversary, and is considered a world-class auditorium, hosting school events as well as dozens of area organizations. The \$5.8 million campaign would fund the following upgrades: lighting systems, dressing room renovations, instrument and chair storage, refurbishment of the Steinway piano, and additional rehearsal space. Kalamazoo Public Schools would provide \$500,000 for the improvements from the 2022 bond fund.

Fundraising will be conducted by the volunteer Friends of Chenery campaign committee. The Arts Council will receive and process the gifts and grant these funds to KPS for use in making improvements to Chenery.

FUNDRAISING AND GRANT AGREEMENT

AGREEMENT, made this ____ day of _____, 20____, by and between KALAMAZOO ARTS COUNCIL, INC., a Michigan nonprofit corporation d/b/a The Arts Council of Greater Kalamazoo (the "Arts Council") and KALAMAZOO PUBLIC SCHOOLS, County of Kalamazoo, State of Michigan, acting through its Board of Education ("KPS").

Background

Arts Council is a nonprofit corporation that helps support and finance art projects in Kalamazoo County, Michigan. KPS is a Michigan public school district that operates K-12 schools in Kalamazoo, Michigan, and nearby areas. KPS owns a building known as the Community Education Center ("CEC"), located at Westnedge Avenue and Vine Street in Kalamazoo that contains Chenery Auditorium ("Chenery"). Chenery is a large auditorium with acclaimed acoustics, a stage suitable for large performances and enough seating for a large audience. It is used by KPS and by Community groups for various events, including musical and dance performances, plays, graduations, and speakers.

The Arts Council and KPS aim to enhance Chenery, making it a more suitable facility for, and more accessible to, local organizations. The Arts Council is willing to be the fiscal sponsor of a fundraising campaign to finance certain improvements to Chenery, provided that KPS is willing to make these improvements. Fundraising will be conducted by the volunteer Friends of Chenery campaign committee. The Arts Council will receive and process the gifts and grant these funds to KPS for use in making the improvements to Chenery.

Therefore, in consideration of the facts set forth above and the terms and conditions presented below, the Arts Council and KPS hereby agree as follows:

Terms and Conditions

1. Fundraising. The Friends of Chenery committee and KPS agree to conduct a fundraising campaign to raise funds that will be used to renovate Chenery Auditorium (the "Fundraising"). The goal of the fundraising campaign is to raise Five Million Eight Hundred Thousand Dollars (\$5,800,000) from individuals, corporate and foundation donors. The Fundraising will include: (a) donations that are pledged and/or contributed directly to KPS for the renovation of Chenery (the "Direct Donations"), and (b) funds that are pledged or contributed directly to the Arts Council with the understanding that they are to be directed to KPS to finance the renovation of Chenery (the "Arts Council Donations").

KPS agrees to prepare and submit grant requests to foundations and organizations that are identified by Friends of Chenery. KPS will contribute \$500,000 toward the improvements.

2. Making of Grant. The Arts Council agrees to grant to KPS a portion of the Arts Council Donations that are collected by the Arts Council. The amount that the Arts Council shall grant to KPS shall be equal to the amount of Arts Council Donations that the Arts Council has collected, less an amount not to exceed 2% of the campaign goal of \$5,800,000. The amount that the Arts Council will grant to KPS is herein referred to as the "Arts Council Grant". The fee to be retained by the Arts Council shall be used to pay: (a) the costs associated with the fund raising campaign, including, without limitation, solicitation materials, legal fees, special events, supplies and postage, and (b) the Arts Council's cost of general administration, including, but not limited to, processing gifts, acknowledgements and pledge reminders and forwarding contributions to KPS. The Direct Donations and the Arts Council Grants will be used by KPS to pay for the renovations described in Paragraph 3, below. The Arts Council Grant shall be paid by the Arts Council in phases, as described in Paragraph 5, below.

The Arts Council shall not perform any act in the performance of, or in connection with, the Agreement if the Arts Council reasonably believes that this could threaten or result in the loss of its exemption from federal income tax under Section 501(c)(3) of the Internal Revenue Code or the imposition of penalties by the Internal Revenue Service. The Arts Council shall have no liability if it refrains from performing any such act.

3. Renovations. KPS represents that it will hire Tower Pinkster of Kalamazoo, Michigan as the architect for the renovation of Chenery (the "Architect"). The Architect shall not be dismissed from the project without good cause. KPS will also retain a Construction Manager.

There are certain renovations that the arts community believes need to be made to Chenery so it is a better venue for performers and the audience. These are listed on Exhibit "A" (the "Renovations").

The Architect shall develop plans to construct the Renovations, and these shall be satisfactory to the Arts Council and KPS (the "Plans"). The Construction Manager shall prepare a budget to complete the Renovations, with the cost of each Renovation being itemized. A copy of this budget shall be delivered to the Arts Council, the Friends of Chenery Campaign leadership, and to any other donor who may request it. This shall contain target dates by which each of the Renovations will be completed (the "Completion Date").

Upon approval of the Plans and budgets, KPS or its Construction Manager shall request that bids be submitted for the construction of the Renovations according to the Plans. KPS shall review these bids and award contracts using its normal procedures for making physical improvements to a school building.

All associated costs of design and construction of the Renovations shall be paid from the Direct Donations and the Arts Council Grant, including the fees of the Architect and Construction Manager

4. Making the Renovations. KPS, as the owner of Chenery, shall have complete control over the making of the Renovations and the laborers, suppliers and contractors who perform services and provide materials used in the Renovations. KPS shall follow the professional advice of the Architect, and cause the Renovations to be made in the order described in Paragraph 3 and pursuant to any requirements of the Michigan School Code.
5. Advances. The Renovations shall be constructed in phases. Prior to executing contracts for the Renovations in a particular phase, KPS shall advise the Arts Council of the Renovations to be completed in that phase and the total cost to construct these Renovations. KPS shall also inform the Arts Council of the amount of Direct Donations which it has collected and which are in its possession, and the amount of additional funds it will need to pay to complete the Renovations for that phase. KPS shall request that the Arts Council pay these additional funds to it as an Arts Council Grant.

Upon receiving a request for funds from KPS, the Arts Council shall determine the amount of funds in its possession that can be paid to KPS as an Arts Council Grant (calculated pursuant to Paragraph 2 above). If the Arts Council determines that it has sufficient funds in its possession so that it can pay KPS the amount that it has requested as an Arts Council Grant, then it shall pay this amount to KPS.

In no event shall the Arts Council be obligated to pay more than the amount in its possession that can be paid as an Arts Council Grant.

In no event shall KPS be obligated to pay more than the amount in its possession from the Fundraising.

If the cost of the Renovations in a phase exceeds the total amount of the Direct Donations in the possession of KPS and the amount in the possession of the Arts Council that can be paid as an Arts Council Grant, then KPS shall take action to

reduce the amount being spent for the Renovations in that phase, including by constructing fewer Renovations.

KPS shall first pay for the Renovations from the Direct Donations in its possession.

As work is performed to construct the Renovations, invoices for the work that is completed shall be prepared by the laborers, suppliers, and contractors who provided these services and materials. The Architect shall review the work that is being billed and also review copies of the invoices and certify to KPS: (a) the amount of work that has been completed; (b) that the invoices represent charges only for work that has been completed, and (c) that such invoices can be paid. Copies of all invoices and the Architect's certification shall be provided to the Arts Council before any payment is made.

The Arts Council Grant is not to be used to pay any costs, salaries or expenses associated with KPS' involvement with the Renovations, including, without limitation: costs for KPS personnel to meet with the Architect or with any laborer, supplier or contractor; costs for KPS personnel to supervise or oversee the making of the Renovations; costs associated with KPS personnel performing and services related to the Renovations; costs of KPS vehicles and equipment; or costs for KPS' administration of the grants and the making of payments to laborers, suppliers and contractors and any record keeping associated with this. All such costs shall be considered contributions by KPS toward the making of the Renovations.

6. Cost Over-Runs. The Arts Council may, at any time, request from the Architect and/or Construction Manager or from any person employed by KPS to supervise the making of the Renovations an estimate of the total cost to complete each of the Renovations. If, in the Arts Council's sole opinion in consultation with the Friends of Chenery Campaign leadership, the undisbursed portion of the Arts Council Grant is insufficient to pay in full the remaining total cost to complete all Renovations, then representatives of KPS, the Arts Council and major donors designated by the Friends of Chenery committee shall meet and agree on those Renovations that KPS will attempt to complete with the funds available. If there are not enough funds to complete certain renovations, which the parties agree should be completed, then the parties will discuss how these funds might be raised and try to develop and implement a plan to raise the funds necessary to complete these Renovations.

Notwithstanding any other provisions of this Agreement or any other agreement, in no event shall the Arts Council be obligated to pay more than the amount in its possession that can be paid as an Arts Council Grant.

7. Representative Designated by Arts Council. The Arts Council shall designate one person who will represent it and speak for it in connection with this Agreement (the “Representative”). The duties of the Representative shall include, but are not limited to: (a) notifying KPS if the Arts Council has sufficient funds in its possession that can be paid as an Arts Council Grant pursuant to Paragraph 5(c); (b) receiving copies of the invoices that are to be provided to the Arts Council pursuant to Paragraph 5; and (c) making requests for cost estimates pursuant to Paragraph 6 and speaking for the Arts Council on what Renovations will be completed and how to raise additional funds pursuant to Paragraph 6. The Representative will also work closely with the Friends of Chenery Campaign leadership to ensure that campaign goals and donor intent are factored into the final renovation plan. The Arts Council may require that the Representative first consult with the Arts Council Board, or designated Arts Council representatives and members of the arts community, before acting. The Arts Council may also direct the Representative to act and/or speak in a designated way.

The Arts Council may change the Representative at any time, in its complete discretion, by giving written notice of this change to KPS and the Friends of Chenery Campaign leadership, including the name and contact information of the new Representative.

8. Rental of Chenery Auditorium. The Chenery Auditorium Use Procedures document is published at chenery.kalamazoopublicschools.com. This document outlines the scheduling process, charges, and procedures for use of Chenery Auditorium. Any organization using the facility must adhere to these procedures and is responsible for all charges incurred for their program. The rental rates published in the document have two categories: a commercial rate and a non-profit rate. An additional 20% discount off the non-profit auditorium rental rate will be granted to non-profit organizations that rent Chenery Auditorium for three (3) or more performance days in a calendar year. This additional discount will be offered for a period of fifteen (15) years, commencing with the approval of this agreement, and will automatically renew annually until a successor agreement is executed.

9. Indemnification. To the extent allowed by law, KPS shall indemnify, defend, protect, and hold harmless Arts Council and the Friends of Chenery from and against any and all damages, losses, liabilities, obligations, penalties, claims, sums paid in settlement of claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements, fines and expenses of any kind or of any nature whatsoever that may be imposed upon, incurred by, or awarded against KPS, arising out of or relating to the projects of KPS and its contractors contemplated by this Agreement.
10. Miscellaneous. This Agreement shall be binding upon and operate for the benefit of the parties and their respective heirs, representatives, successors and assigns. The parties may amend or terminate this Agreement by the written consent of both of the parties to this Agreement. The parties understand and agree that this Agreement is the entire Agreement between the parties. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan. The waiver or a breach of any term or provision of this Agreement shall not operate as or be construed to be a waiver of any other or subsequent breach of this Agreement.

SIGNATURES ON NEXT PAGE

Date of signing: _____, 20____.

KALAMAZOO ARTS COUNCIL, INC.

By:

Its:

KALAMAZOO PUBLIC SCHOOLS

By:

Its:

EXHIBIT A

Estimated Projects and Costs

	Construction Costs	Design / Pricing Contingency	Soft Costs	Total
Lighting upgrade	\$1,525,000	\$153,000	\$597,000	\$2,275,000
Canteen/Green room with ½ bath plus two additional dressing rooms with restrooms (including at least one shower)	\$726,000	\$73,000	\$286,000	\$1,085,000
Chair/instrument storage	\$545,000	\$55,000	\$215,000	\$815,000
2,000-3,000 sf multi-use space	\$984,000	\$98,000	\$388,000	\$1,470,000
Rebuild Steinway piano				\$75,000
Project administration				\$80,000
TOTAL				\$5,800,000

Please Note: This is a very preliminary construction cost analysis. The square foot prices used in this study are based upon historical cost data from similar projects. This pricing does not represent the actual cost of this specific project because the scope of work for this project is not yet defined. This budget can be refined as more information becomes available.

KALAMAZOO PUBLIC SCHOOLS
Office of the Superintendent

TO: Board of Trustees

FROM: Dr. Darrin Slade, Superintendent

DATE: October 16, 2025

SUBJECT: Approval of the 2025-2026 contractual agreement with the Kalamazoo Support Professionals bargaining unit.

RECOMMENDATION: It is recommended that the Board of Trustees approve a 2025-2026 contractual agreement with the Kalamazoo Support Professionals bargaining unit.

RATIONALE: This bargaining unit includes bus drivers, campus safety officers, office professionals, paraprofessionals and Montessori teaching assistants. These employee groups provide services that are critical to meeting the needs of district students. They deliver essential functions such as transporting students to and from school, ensuring a safe environment, operating efficient and effective offices, and assisting with providing high quality educational experiences.

This agreement has been ratified by the bargaining unit. It is within the financial parameters approved by the Board in the 2025-2026 preliminary budget.