

For: Lindsey Smith  
fax 734-647-3488

**KALAMAZOO PUBLIC SCHOOLS  
PARTNERSHIP AGREEMENT**

This Partnership Agreement (Agreement) is entered into by and among the Kalamazoo Public Schools Board of Education and Kalamazoo Public Schools, a general powers school district established by the Michigan Revised School Code (KPS), Kalamazoo Regional Educational Service Agency (KRESA), a Michigan intermediate school district, the Michigan Department of Education (MDE), and the State School Reform Office (SRO) as part of the State Department of Technology, Management and Budget, as of May 1, 2017.

**PREMISES**

WHEREAS, the parties desire to improve the educational experience and success of students enrolled in Washington Writers' Academy and The Woodward School for Technology and Research (Partnership Schools); and

WHEREAS, MDE has offered to work collaboratively and to enter into this Agreement with KPS and KRESA to further facilitate the achievement of that purpose, and to avoid the threat of action by the SRO under Section 1280c of the Revised School Code (School Code), MCL 380.1280c; and

WHEREAS, KPS intends to engage with other partners as appropriate to meet the needs and conditions at each partnership school in its efforts to achieve the purposes and goals of this Agreement; and

WHEREAS, MDE is committed to collaborate with KPS in various ways, including but not limited to (i) providing waivers of certain reporting requirements, (ii) providing flexibility in the use of resources, (iii) identifying and providing additional resources in support of the goals of this agreement, and (iv) engaging other state departments and social service agencies to provide support to partnership school students and their families; and

NOW THEREFORE, based on the foregoing, the parties desire to enter into this Agreement and, on the commencement date of this partnership, shall be deemed to have become partners in meeting the mutually determined goals and outcomes for the schools named in this document. The purposes, terms, and conditions of this partnership are as follows:

**I. LOCAL CONTROL.**

Kalamazoo Public Schools retains control of the schools named in this agreement. The Michigan Department of Education and partners named in this agreement will provide mutually determined support to meet the benchmarks and goals defined below.

**II. SCHOOLS SUPPORTED BY THIS AGREEMENT:**

- A. Washington Writers' Academy (Washington)
- B. The Woodward School for Technology and Research (Woodward)

III.

**18-MONTH BENCHMARKS TO BE MET BY KALAMAZOO PUBLIC SCHOOLS.**

In adopting the following goals, the parties intend to establish and implement a process, the phases of which will identify the challenges, strengths, and opportunities for each partnership school, engage the staff, families, students, and partners of each partnership school, develop recommendations, identify supports, engage additional partners for the implementation of those recommendations, and determine the data to be collected and analyzed for growth measures to be adopted in later phases of the partnership, in a collaborative effort to improve the educational experience and success of students enrolled in the partnership schools.

**A. 18-Month Process Benchmarks:**

1. Implement a new K-5 math program.
  - a. 2017–2018: grades K-5 at Washington and Woodward, grades K-3 in the rest of the district
  - b. 2018–2019: grades 4-5 in the rest of the district
2. Implement a new K-5 writing program.
  - a. 2017–2018: grades K-5 at Washington and Woodward, grades 4-5 in the rest of the district
  - b. 2018–2019: grades K-3 in the rest of the district
3. Implement partially Tier 1 instruction aligned with the state's grade-level content standards and monitor through walk-through observations and results from the survey of enacted curriculum.
4. Strengthen implementation of evidence-based interventions and monitor impact using NWEA/MAP and local assessments.
5. Implement with fidelity school climate and culture initiatives.
6. Increase student supports in mental health, trauma training, and attendance (assuming grant funding is available).
7. Develop a plan for increased summer supports to students through libraries, summer learning initiatives, and attendance in summer school.

**B. 18-Month Outcome/Product Benchmarks:**

1. Reduce the achievement gap between the state's percentage of students proficient in reading on the state assessment compared to the aggregate percentage of students proficient at each of the identified schools by at least 3 percentage points from spring 2016 to spring 2018.

2. Reduce the achievement gap between the state's percentage of students proficient in mathematics on the state assessment compared to the aggregate percentage of students proficient at each of the identified schools by at least 3 percentage points from spring 2016 to spring 2018.
3. Increase the percentages of students at each identified school scoring at or above grade level (achievement percentile of 50 or higher) on the NWEA/MAP reading and math assessments by at least 3 percentage points from fall 2017 to spring 2018.
4. Increase the percentages of students at each identified school making 1 or more years of growth on the NWEA/MAP reading and math assessments by at least 3 percentage points from spring 2017 to spring 2018.
5. Reduce the percentages of students at each identified school scoring far below grade level (fall achievement percentile of 20 or lower) by making significant catch-up growth (fall to spring conditional growth percentile of 70 or higher) on the NWEA/MAP reading and math assessments by 3 percentage points from spring 2017 to spring 2018.

**IV. 36-MONTH GOALS TO BE MET BY KALAMAZOO PUBLIC SCHOOLS:**

**A. 36-Month Process Goals:**

1. Fully implement Tier 1 instruction aligned with the state grade-level content standards and monitor through walk-through observation data and results from the survey of enacted curriculum.
2. Fully implement evidence-based interventions and monitor the impact of these interventions using the NWEA/MAP and local assessments.

**B. 36-Month Outcome/Product Goals:**

1. Reduce the achievement gap between the state's percentage of students proficient in reading on the state assessment compared to the aggregate percentage of students proficient at each of the identified schools by at least 6 percentage points from spring 2016 to spring 2019.
2. Reduce the achievement gap between the state's percentage of students proficient in mathematics on the state assessment compared to the aggregate percentage of students proficient at each of the identified schools by at least 6 percentage points from spring 2016 to spring 2019.
3. Increase the percentages of students at each identified school scoring at or above grade level (achievement percentile of 50 or higher) on the NWEA/MAP reading and math assessments by at least 6 percentage points from fall 2016 to spring 2020.

4. Increase the percentages of students at each identified school making one or more years of growth on the NWEA/MAP reading and math assessments by at least 6 percentage points from spring 2017 to spring 2020.
5. Reduce the percentage of students at each identified school scoring far below grade level (fall achievement percentile of 20 or lower) by making significant catch-up growth (fall to spring conditional growth percentile of 70 or higher) on the NWEA/MAP reading and math assessments by 6 percentage points from spring 2017 to spring 2020.

## V. ANALYSIS OF RELEVANT DATA.

- A. Analysis of NWEA/MAP data in reading and mathematics supports the need for continued focus on the improvement of Tier 1 instruction in the four core areas, given the number of students that continue to score below the 50<sup>th</sup> percentile (grade level) on the benchmark assessments. To address this data trend, KPS will work to strengthen Tier 1 instruction in several ways, including monitoring the implementation of Tier 1 instruction for alignment with state grade-level content standards, implementation of a new K-5 math curriculum, implementation of a new K-5 writing curriculum, job-embedded coaching to support high quality instruction, and ongoing use of data to assess the impact of instruction through the instructional learning cycle process and ongoing school improvement data analysis.
- B. Analysis of NWEA/MAP student proficiency and growth percentiles in reading and mathematics supports the need for intensive interventions for students falling below the 20<sup>th</sup> percentile and showing little growth (CGP) to more quickly advance their skill acquisition to close the achievement gap between current grade placement and current level of performance. Interventions will require increased instructional support targeting specific skills deficits, determined through the analysis of data for each student. Interventions will be aligned with the needs of individual students.
- C. Analysis of student attendance data supports the need for an ongoing focus in this area to reduce chronic absenteeism, defined as students missing more than 10% of instructional days.
- D. Analysis of student discipline data indicates the need for a continued focus on the development of positive behavior interventions throughout the buildings to increase students' time on task in classrooms.

## VI. STRENGTHS AND CHALLENGES OF KALAMAZOO PUBLIC SCHOOLS.

- A. Strength: KPS has increased all major academic indicators over the last several years. The district continues to work on instructional services, programs, and supports to ensure that every child is making academic progress. In addition, the

district has stable finances and enrollment of over 13,000 students in pre-kindergarten through 12th grades. Enrollment has increased as a function of both the Kalamazoo Promise and the many district improvements in the last decade, including but not limited to the expansion of pre-kindergarten and the advent of full-day pre-kindergarten at high-poverty elementary schools: the quintupling of full-day kindergarten spaces in the district; the creation of El Sol Elementary School, a dual language school, the Middle School Alternative Learning Program, Prairie Ridge Elementary School, Linden Grove Middle School, and the Kalamazoo Innovative Learning Program; the revamping of Phoenix High School; the creation and implementation of middle school double blocking in reading and math for students in need; the creation and implementation of advanced courses in middle school language arts and math; and the expansion of Advanced Placement (AP) courses and sections, with the number of students taking AP courses doubling and the number of AP courses that students take tripling over the last eight years.

- B. Strength: KPS has implemented the use of NWEA/MAP as a benchmark assessment administered three times throughout the year. This measure provides data by which staff can assess students' relative standing to grade placement, as well as their growth relative to academic peers. The use of growth and proficiency measurements allow staff to conduct a quadrant analysis of each student and work to determine modifications in instruction and interventions in support of students. Ongoing training is provided to support classroom teachers in understanding and using data as part of the continuous improvement process to undergird the implementation of a multi-tiered system of support for our students.
- C. Strength: KPS central office staff has worked collaboratively with building staff to create districtwide curriculum guides and pacing charts supported by evidence-based curriculum materials. The district adopted a new reading series, Pearson Reading Street, in 2013-2014 and new pre-school materials in 2016-2017. The district is currently finalizing the identification of new K-5 mathematics and writing curricula for implementation. Professional development for these materials through back-to-school professional development and ongoing grade-level networks, as well as job-embedded coaching from district and KRESA staff, is intended to support classroom teachers to implement with fidelity. We continue to work to identify resources to provide sufficient coaching to support full implementation.
- D. Strength: KPS has developed significant community partnerships in support of our students. Over 200 community partners support the students in the district through after-school supports, tutoring, mentoring, mental health services, conflict resolution, and other relevant supports. Both Washington and Woodward have supports from Communities In Schools, Gryphon Place, Kalamazoo Community Mental Health, and the Family Health Center's Mobile Health Van, among others. In addition, Washington benefits from a partnership

with Western Michigan University's (WMU) Department of Counseling Education and Psychology, while Woodward enjoys partnerships with the Michigan Department of Human Resources and Stones Church.

- E. Challenge: As KPS works to improve instruction in all content areas, limited resources necessitate the prioritization of our work. There is inadequate state funding to address fully the needs of economically disadvantaged students and English language learners, as noted in the summer 2016 state school funding study. There is limited time for professional development, a lack of substitute teachers, and limited financial resources to purchase new curriculum materials and hire instructional coaches. The district is responsible for disproportionate numbers of children who are homeless, English language learners, and refugee students compared to other districts in the county and region. For example, in the last year, the district has enrolled 103 refugee students, more than the rest of the county as a whole. No additional state resources have been made available to meet the profound needs of these youngsters, and the state's schools of education produce an inadequate supply of bilingual and English as a Second Language teachers for these children. The challenges in this area limit the speed by which strategies can be implemented and supported.
- F. Challenge: Currently, overall student achievement at Washington and Woodward continues to be a challenge area in all core areas. Most students at Washington and Woodward continue to score below the expected level of achievement on state assessments. On local assessments in the fall of 2016, the percentage of students at grade level ranges from 6% to 34% depending upon the grade level and content area.
- G. Challenge: Consistently high levels of poverty at both Washington (96% - Fall 2015) and Woodward (88% - Fall 2015) present several challenges. These include lack of resources in the home environment, deficits in vocabulary upon entering school, lack of instructional experiences in the summer months, attendance, mental health issues, homelessness, lack of stable housing, and emotional and behavioral challenges.

**VII. STRATEGIES TO MEET GOALS AND BENCHMARKS:**

Please see XVII.A.

**VIII. PROFESSIONAL LEARNING NEEDED TO MEET GOALS AND/OR BENCHMARKS:**

- A. Professional development for the new K-5 math program.
- B. Professional development for the new K-5 writing program.

- C. Job-embedded coaching by instructional coaches in reading, mathematics, and writing to support classroom teachers.
- D. Professional development and job-embedded coaching to support implementation of identified interventions as part of a multi-tiered system of support.
- E. Professional development and job-embedded coaching to support implementation of school-wide positive behavior supports.
- F. Professional development in the use of data to inform instruction and intervention modifications, including the use of NWEA/MAP and local assessment reports from the data warehouse.
- G. Professional development for culturally responsive education.

**IX. KALAMAZOO PUBLIC SCHOOLS BOARD OF EDUCATION WILL:**

- A. Approve a new K-5 math program.
- B. Approve a new K-5 writing program.
- C. Support the superintendent and his designees with the implementation of the partnership agreement.

**X. KALAMAZOO PUBLIC SCHOOLS SUPERINTENDENT WILL:**

- A. Oversee the partnership agreement and keep the KPS Board of Education informed of the progress of the agreement.
- B. Support the implementation of the K-5 math program, the K-5 writing program, benchmark assessments, and the data warehouse.
- C. Meet quarterly with the district team, MDE, and KRESA for updates, data review, and input.
- D. Meet with MDE and KRESA after 18 and 36 months to report on the progress of the agreement.

**XI. KALAMAZOO REGIONAL EDUCATIONAL SERVICE AGENCY WILL:**

- A. Meet with the superintendent of KPS to review the plan, supports, and assistance to implement this agreement.
- B. Meet as part of district support team to schools to provide assistance and monitor implementation of the identified initiatives.
- C. Meet with district and building teams for updates and input.

- D. Schedule and facilitate school support team meetings at the buildings on a regular basis.
- E. Assist with the development and implementation of the Regional Assistance Grant Service Plan for each of the buildings.
- F. Provide such other supports and resources as are mutually agreed to by KPS and KRESA.

**XII. MICHIGAN DEPARTMENT OF EDUCATION (MDE) WILL:**

- A. Assign Dr. LaWanna Shelton as the primary point-of-contact for MDE as the partnership liaison.
- B. Provide ongoing support to the superintendent and district team to ensure the successful implementation of the partnership agreement.
- C. Work collaboratively with the superintendent and district staff to identify strengths and barriers to the implementation of initiatives in the partnership agreement and help to eliminate or minimize these barriers.
- D. Assist with funding and/or other resources needed to support the implementation of the partnership agreement, including extension of school improvement grants, subject to funding availability.
- E. Assist with the facilitation of discussions and meetings related to the partnership agreement.
- F. Provide opportunities for support and resources to the district to help implement the partnership agreement, subject to the availability of funds (e.g., Algebra Nation and open source materials).

**XIII. SCHOOL REFORM OFFICE (SRO) WILL:**

- A. Support the partnership agreement.
- B. Release KPS from PERJS reporting for all buildings.

**XIV. BUDGET:**

Given a wide range of uncertainties, it is not possible to create a 36-month budget. Kalamazoo Public Schools will share 2017-2018 budget information, including 2017-2018 allocations for federal grants, School Improvement Grant (SIGIII) continuation and allocation, and other elements when available. Once the planning process has been completed, resources will be aligned to address the needs identified and prioritized through the comprehensive needs assessment process. Significant support will be provided to Washington and Woodward, including coaching supports, in-services for culture/climate initiatives, substitutes for instructional learning cycles.



Tier I implementation of reading and math supports, intervention resources, and other needs identified.

**XV. ADDITIONAL PARTNERS:**

KPS, its local board, KRESA, and MDE serve as the primary decision-making bodies in this agreement. The following entities have been identified and will serve as additional partners in pursuit of completion of the benchmarks and goals defined in this agreement:

- A. **Communities In Schools of Kalamazoo:** Communities In Schools facilitates in-school and after-school supports to students from Washington and Woodward, including tutoring, homework support, physical and mental health supports, food, after-school supervision, and other needed supports.
- B. **Kalamazoo Community Mental Health:** Kalamazoo Community Mental Health provides a school-based liaison staff member to both schools. The staff member meets with school staff a few times per month to connect students and/or their families to needed mental health services.
- C. **Gryphon Place:** Gryphon Place provides peer mediation and conflict resolution services to both schools. Gryphon Place trains students and staff on how to handle conflicts in a positive and productive manner. In addition, Gryphon Place provides support to families as well.
- D. **Western Michigan University Counseling Education & Psychological Services:** WMU Counseling Education and Psychological Services provides students counseling services through the graduate program in this department. The team is led and overseen by the professors in the department. This service is provided to students at Washington.
- E. **Department of Human Resources (DHS) – Pathways to Potential Program:** DHS provides a staff person to assist with student attendance and family needs at Woodward.
- F. **Stones Church:** Twenty-three members of this congregation mentor 65 male students weekly at Woodward.

**XVI. NEXT LEVEL ACCOUNTABILITY MEASURES:**

Once the parties sign this agreement:

- A. If the district substantially fails to meet the 18-month benchmarks, the signatories agree that KRESA will:
  - 1. Work with the superintendent and the district team to identify strengths and barriers in implementation.

2. Support the district to identify and obtain resources and supports to ensure successful implementation moving forward.
  3. Work with the superintendent and the district team to revise the partnership agreement or adjust the goals and strategies, if needed.
  4. Increase involvement with the district as mutually agreed to by KPS and KRESA to support implementation.
- B. If the district substantially fails to meet the 18-month benchmarks, the signatories agree that the district will review and address factors that may be adversely affecting plan implementation, which may include personnel assignments, leadership assignments, and reform model selection.
- C. If the district substantially fails to meet the 36-month goals, the signatories agree that KRESA will:
1. Work with the superintendent and the district team to identify strengths and barriers in implementation.
  2. Support the district to identify and obtain resources and supports to ensure successful implementation moving forward.
  3. Work with the superintendent and the district team to revise the partnership agreement or adjust the goals and strategies, if needed.
  4. Increase involvement with the district as mutually agreed to by KPS and KRESA to support implementation.
- D. If the district substantially fails to meet the 36-month goals, the signatories agree that the district will review and address factors that may be adversely affecting plan implementation, which may include personnel assignments, leadership assignments, and reform model selection. KPS, KRESA, and MDE will also discuss if the school(s) need to be reconstituted in some way.

## **XVII. CHECKLIST OF ACTIONS:**

The following actions will be completed by KPS, its superintendent, the Board of Education, KRESA, and MDE as specified below:

- A. By July 31, 2017, the district will create an implementation plan to ensure that all components of the partnership agreement are placed into a comprehensive document that delineates the tasks, timeline, persons responsible, funding sources (if relevant), and progress notes. Alignment with the district improvement plan will be ensured.
- B. By July 31, 2017, the district will determine quarterly 2017-2018 meeting dates for progress monitoring.

**XVIII. FUTURE MEETING DATES:**

KPS, KRESA, and MDE will establish quarterly meeting dates to engage in collaborative discussion, gauge implementation progress, identify barriers to implementation, adjust goals, benchmarks, and strategies, and discuss relevant issues regarding this agreement.

**XIX. TERM OF AGREEMENT AND EXPIRATION.**

- A. Except as otherwise provided herein, the term of this Agreement shall commence on May 1, 2017, and shall end on June 30, 2020, unless extended by mutual agreement of the parties.
- B. During the term of this Agreement, neither MDE nor the SRO shall take any action to close either partnership school or apply or enforce any other remedy under Section 1280c of the School Code, MCL 380.1280c.
- C. Either KPS or MDE may terminate its participation in this Agreement at any time by agreement with KPS or for cause, on 30 days' prior written notice to the other parties hereto. For purposes of this Agreement, "cause" shall include any illegal action or material breach of a party's promises and obligations contained within this Agreement. KRESA may terminate its participation in this agreement for any reason on 30 days' notice by mutual agreement with KPS.
- D. It is agreed that if either partnership school substantially achieves its established goals at the expiration of this Agreement, then it will be released from the requirements of Section 1280c and/or from any threat of closure or takeover from any other similar or corresponding legislative enactment that may be in effect at the expiration of this Agreement.
- E. In the event that Section 1280c of the School Code is repealed and not replaced with any corresponding legislative enactment or in the event that a court determines that the SRO is illegally configured, the Executive Order No. 2015-9 is invalid, or the SRO has taken illegal actions in identifying and selecting KPS partnership schools for closure or takeover, then at KPS's option this Agreement shall terminate, and the KPS partnership schools shall have the same standing as any other public school which has not been identified among the lowest achieving 5% of public schools or subject to the requirements of Section 1280c.
- F. In the event that Section 1280c of the School Code is modified or replaced by another legislative enactment relating to school reform, then the parties agree that that this Agreement shall be grandfathered under such legislative enactment and will be protected by the constitutional doctrines that forbid impairment of contract and ex post facto laws, Mich. Const. Art 1, Section 10. However, within KPS sole discretion, KPS may terminate this Agreement and elect to operate its partnership schools under the new legislative enactment.

G. At the expiration of the Agreement, the parties agree that before any lawful recommendation is made regarding school closure or takeover of either KPS partnership schools, KPS will have the option to reconfigure the partnership school with different school administration and staff and/or different school programs, and the replacement of the partnership school with different school administration and staff and/or different school programs will be an acceptable outcome in lieu of actual school closure and/or takeover.

**XX. AMENDMENTS.**

This Agreement shall not be modified, altered, or amended except by written agreement duly executed by all parties to this Agreement in accordance with the terms hereof, including the option to add additional at risk schools to this Agreement. If either party requests modification of this agreement, the parties shall confer in good faith, upon reasonable notice of the proposed modification by the party desiring the change, to determine the feasibility of such modification. Modifications shall not be effective until signed by duly authorized representatives of KPS, KRESA, and MDE.

**XXI. ENTIRE AGREEMENT.**

This Agreement sets forth all the covenants, agreements, stipulations, promises, conditions, and understandings of the parties to this Agreement concerning the activities and services contemplated herein. No party, including but not limited to its respective members, employees, attorneys, consultants, advisors, agents, representatives, or students, has made any covenant, agreement, stipulation, promise, condition or understanding, warranty or representation, either oral or written, other than set forth herein.

**XXII. SEVERABILITY.**

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**XXIII. WAIVER.**

No party may waive any condition, promise, obligation, or requirement applicable to any other party hereunder, unless such waiver is in writing signed by an authorized representative of such party and expressly stated to constitute such waiver. Such waiver shall only apply to the extent given and shall not be deemed or construed to waive any such or other condition, promise, obligation, or requirement in any past or future instance. No failure by a party to insist upon strict performance of any covenant, agreement, term, or condition of this Agreement shall constitute a waiver of any such covenant, agreement, term, or condition.

**XXIV. CAPTIONS.**

The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge, or describe the scope or intent of this Agreement or in any way shall affect this Agreement or the construction of any provision hereof.

**XXV. GOVERNING LAW.**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan.

**XXVI. SUCCESSORS AND ASSIGNS.**

The covenants, conditions, and agreements in this Agreement shall be binding upon and inure to the benefit of each party, their respective legal representatives, successors, and assigns.

**XXVII. NO INDEMNIFICATION.**

There shall be no indemnification of either party by the other regarding liabilities arising out of the functions covered by this Agreement. All parties shall be responsible for their own liabilities and defense as determined by law.

**XXVIII. EXISTING LITIGATION.**

By entering into this Agreement, KPS does not waive any argument it may have in the case captioned *Kalamazoo Public Schools, et. al. v Natasha Baker, et al. State of Michigan in the Court of claims*, Court of Claims No. 17-000044-MZ.

**XXIX. NOTICES.**

Any notice to be given in connection with any of the terms or provisions of this Agreement shall be in writing and be given in person, by facsimile transmission, courier delivery service, or mail, and shall become effective (a) on delivery if given in person, (b) on the date of delivery if sent by unsecured e-mail, facsimile transmission, or other similar unsecured electronic methods, or courier delivery service, or (c) four business days after being deposited in the mails, with proper postage for first-class registered or certified mail, prepaid.

Until notified in writing by the appropriate party of a change to a different address, notices shall be addressed as follows:

If to KPS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to KRESA:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to MDE:

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If to SRO:

\_\_\_\_\_  
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**XXX. INVALIDITY OF ANY PROVISION.**

The invalidity of any article, section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions hereof, which remain valid and enforced to the fullest extent permitted by law.

**XXXI. COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute one and the same instrument.

**XXXII. ENTIRE AGREEMENT.**

This Agreement, including the exhibits hereto (which are incorporated herein by reference), embodies the entire Agreement and understanding between the parties about the matters addressed in this Agreement and supersedes all prior agreements and understandings relating to the subject matter hereof.

In consideration for the foregoing mutual agreements, this Agreement has been executed by each party by its duly authorized representative, as of the date hereinabove written.

**KALAMAZOO PUBLIC SCHOOLS**

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

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

**KALAMAZOO REGIONAL EDUCATIONAL SERVICE AGENCY**

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

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

**MICHIGAN DEPARTMENT OF EDUCATION**

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

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

**STATE SCHOOL REFORM OFFICE**

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

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