

SECTION 27B GROW YOUR OWN PROGRAM

SEAT PURCHASE AGREEMENT

This Seat Purchase Agreement (“Agreement”), effective as of the date of the last of the Parties’ signatures below, sets for the terms and understanding between Grand Valley State University, a Michigan constitutional body corporate (“GVSU”) and Kent Intermediate School District – West MI Teacher Collaborative (“School District”) to work together to develop pathways for school support staff to earn initial teacher certification or for certified teachers to earn additional endorsements, with financial support from Section 27b of Michigan’s State School Aid Act, MCL 388.1627b.

1. Purpose

The purpose of this Agreement is to establish the terms under which the School District will purchase designated program seats from GVSU for eligible School District employees participating in the School District’s Grow Your Own (“GYO”) educator preparation pathway funded through the Michigan Department of Education’s Section 27b Grow Your Own Program.

The Parties intend that the seat purchase contemplated by this Agreement constitute the purchase of defined educator preparation services for the identified candidates and comply with applicable requirements of Section 27b, Michigan Department of Education (“MDE”) guidance, and all applicable federal and state laws and regulations.

2. Program and Eligible Candidates

GVSU agrees to provide educator preparation services to the candidates identified on **Exhibit A** (“Candidates”).

Each Candidate must satisfy the eligibility requirements applicable to the School District’s Section 27b GYO grant and GVSU’s applicable admission and all program requirements. Candidates must maintain satisfactory academic progress to remain eligible to participate in the program.

3. Seat Purchase

Subject to the terms of this Agreement, the School District shall purchase from GVSU one program seat for each Candidate identified on Exhibit A.

Each seat shall consist of the educator preparation program services identified in Exhibit A.

The total seat purchase amount for the 119 candidates shall be **\$2,002,573.00**.

The seat purchase price is intended to constitute payment for defined educator preparation services and is not intended to constitute a general advance payment for unspecified future services.

4. Payment

The School District shall pay GVSU the applicable seat purchase amount upon execution of this Agreement and in accordance with invoice instructions.

The Parties acknowledge that, for the FY23 Section 27b GYO grant, MDE guidance provides that an allowable seat-purchase arrangement generally involves payment in full before the grant expenditure deadline for a specified Candidate in exchange for a defined program of study. The School District shall be solely responsible for ensuring that all required payment documentation is submitted and that all payments due under this Agreement are made by the applicable grant deadline. Failure of the School District to make the required payment by the applicable grant deadline shall result in the automatic termination of this Agreement, without further action or notice by GVSU, and GVSU shall have no further obligations hereunder.

GVSU shall maintain records sufficient to demonstrate the services and program seat purchased for each Candidate.

The parties acknowledge and agree that GVSU will treat the School District as the first payor.. Any eligible financial aid the Candidate may subsequently receive may be applied to the Candidate's remaining account balance after the School District's payment has been applied.

5. Services Included in Seat Purchase

For each eligible Candidate, GVSU shall provide the following services, as applicable to the Candidate's program:

1. Admission and enrollment in the applicable educator preparation program;
2. Required coursework and instructional services;
3. Academic advising and program support;
4. Required clinical experiences, observations, and assessments;
5. Mentoring, coaching, or other candidate support included in the applicable program;
6. Provide information about and support with certification requirements, Michigan Test for Teacher Certification exam preparation, and the Michigan Online Educator Certification System application process; and
7. Other services specifically identified in Exhibit A.

GVSU shall provide the School District with a description of the program of study and services included within each purchased seat upon request.

6. Candidate Participation After Grant Expenditure Period

The Parties acknowledge that certain Candidates may continue participating in the educator preparation program after the expiration of the applicable Section 27b grant expenditure period.

To the extent permitted by MDE guidance, services provided after the applicable grant expenditure deadline shall be considered part of the seat purchased under this Agreement and shall not result in additional charges to the School District unless otherwise agreed to in a written amendment.

GVSU shall not submit additional charges to the School District for services that are included within the purchased seat.

Nothing in this Agreement obligates the School District to provide additional funding after the expiration of the applicable grant period.

7. Candidate Withdrawal or Non-Completion

If a Candidate withdraws from the program, fails to satisfy program requirements, or otherwise ceases participation after the seat purchase has been made, the Candidate shall promptly notify the School District. The School District shall notify GVSU in a timely manner if a Candidate is no longer employed by the School District or otherwise becomes ineligible to participate in the program. Such notification must be provided to GVSU no later than one (1) week before the start of the next applicable academic semester.

The Parties shall determine, consistent with applicable MDE guidance and GVSU's applicable program policies, whether the Candidate may resume participation, transfer to another program, or otherwise receive the remaining services associated with the purchased seat. Except as required by applicable law or grant guidance, GVSU shall not be obligated to issue a refund for a seat purchase solely due to a Candidate's withdrawal from, or failure to complete, the program, provided that GVSU has made the purchased program services available to the Candidate.

8. No Additional Cost to Candidate

To the extent required by the School District's Section 27b GYO grant, the Parties intend that the purchased seat provide a no-cost educator preparation pathway for the Candidate.

GVSU will invoice School District for the program's tuition and fees shall not charge a Candidate for tuition or fees included within the purchased seat. Any costs not included within the seat purchase shall be identified to the School District and Candidate in advance and shall be the responsibility of the party legally responsible for such costs. Costs for courses outside the scope of the program and any courses the Candidate is required to repeat are not included within the scope of the purchased seat. Any such charges shall be the responsibility of the Candidate, and payment will be required in accordance with GVSU's usual payment procedures, unless and until

the School District, in its sole discretion, elects to make alternative payment arrangements, including payment on the Candidate's behalf.

9. Compliance Requirements

School District shall comply with all applicable requirements governing the School District's Section 27b GYO grant, including applicable MDE guidance, grant terms and conditions, reporting requirements, and record-retention requirements.

The Parties acknowledge that MDE may review or audit expenditures and activities associated with the GYO grant. GVSU shall cooperate with reasonable requests for documentation necessary to demonstrate School District's compliance with applicable GYO grant requirements.

If MDE determines that any portion of the seat purchase is not an allowable grant expenditure because of an act or omission of GVSU, GVSU shall reasonably cooperate with the School District in addressing the issue and providing documentation necessary for the School District to respond to MDE.

10. Records and Audit

GVSU shall maintain complete and accurate records relating to the purchased seats and services provided under this Agreement for the period required by applicable law and grant requirements.

Upon reasonable notice, GVSU shall provide the School District and authorized governmental representatives with documentation reasonably necessary to verify compliance with this Agreement.

11. Confidentiality and Student Records

Each Party shall comply with all applicable federal and state privacy laws governing student and employee records, including the Family Educational Rights and Privacy Act ("FERPA"), to the extent applicable. The School District shall be responsible for obtaining and providing to GVSU any FERPA-compliant release, or other authorization required for GVSU to disclose student education records to the School District. GVSU shall have no obligation to disclose such records unless and until it has received the required authorization.

The Parties shall use reasonable administrative, technical, and physical safeguards to protect confidential information received in connection with this Agreement.

12. Independent Parties

The Parties are independent contractors, neither Party has the right or authority to bind the other in any way, and no personnel, employees, agents, or representatives of any party shall be deemed to be employees of the other

13. Term

This Agreement shall commence on the Effective Date and remain in effect until all obligations of the Parties have been satisfied, unless earlier terminated in accordance with this Agreement.

14. Termination

Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party; provided, however, that termination shall not relieve either Party of obligations that accrued before the effective date of termination or affect the rights of Candidates to receive services already purchased under this Agreement, to the extent required by applicable grant guidance or the terms of the applicable educator preparation program. The Parties understand and agree that continuation of the program is contingent upon the availability of grant funding and the allowability of expenditures under applicable grant requirements. Should funding become unavailable, insufficient, withdrawn, terminated, or should program expenditures be disallowed or determined to be noncompliant with grant requirements, GVSU may terminate this Agreement and discontinue, suspend, or modify the program without further obligation under this Agreement.

15. Non-Discrimination

The Parties shall comply with all applicable federal and state laws prohibiting discrimination in connection with the performance of this Agreement.

16. Compliance with Law

Each Party shall comply with all applicable federal, state, and local laws, regulations, rules, and policies in performing its obligations under this Agreement.

17. No Assignment

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except as otherwise permitted by applicable law.

18. Amendment

This Agreement may be amended only by a written document signed by authorized representatives of both Parties. No amendment may be made to add or substitute any participant under this Agreement.

19. Entire Agreement

This Agreement, including Exhibit A, constitutes the entire agreement between the Parties concerning the subject matter addressed herein and supersedes all prior oral or written understandings concerning such subject matter.

20. Governing Law

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

21. Notices

All notices required under this Agreement shall be provided in writing to the representatives identified below, or to such other representatives as either Party may designate in writing.

SCHOOL DISTRICT:

Kent Intermediate School District - WMTC

Attn: _____

Address: _____

Email: _____

GVSU:

Grand Valley State University

Attn: _____

Address: _____

Email: _____

22. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures and electronically transmitted copies of signatures shall be deemed effective as originals.

Signatures to follow on next page.

The undersigned represent that they are duly authorized to execute this Agreement.

SIGNATURES

KENT INTERMEDIATE SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

GRAND VALLEY STATE UNIVERSITY

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

CANDIDATES AND SEAT PURCHASE INFORMATION

Last Name	First Name	CHARGES
Andree	Sarita	\$ 7,152.00
Antonides	Ashley	\$ 7,152.00
Banks	Justin	\$ 7,152.00
Boosamra	Chloe	\$ 7,152.00
Davis	LaToya	\$ 7,152.00
Eubanks	Cieron	\$ 7,152.00
Green	Karissa	\$ 7,152.00
Gutierrez	Monica	\$ 7,152.00
Haehnel-Long	Charlie	\$ 7,152.00
Helderop	Kennedy	\$ 7,152.00
Houseman	Luke	\$ 7,152.00
Hunt	Layla	\$ 7,152.00
Keeney	Sarah	\$ 7,152.00
Latchaw	Marissa	\$ 7,152.00
Matthews	Kirsten	\$ 7,152.00
McGinnis	Mitchell	\$ 7,152.00
Rapes	Alyssa	\$ 7,152.00
Reed	Thomas	\$ 7,152.00
Russell	Jami	\$ 7,152.00
Soderholm	Krista	\$ 7,152.00
Springvloed (Ter Haar)	Leslie	\$ 7,152.00
Whitlow	Melissa	\$ 7,152.00
Yonkers	Jessica	\$ 7,152.00
Zavala-Silva	Jessica	\$ 7,152.00
Zurita-Cruz	Evelyn	\$ 7,152.00
Burkett	Dana	\$ 7,152.00
Callaghan	Amanda	\$ 7,152.00
Coleman	Brayden	\$ 7,152.00
Davis	Shonett	\$ 7,152.00
Dood	Matthew	\$ 7,152.00
Figurski	Joseph	\$ 7,152.00
Frazier	Chloe	\$ 7,152.00
Hasenbank	Kathleen	\$ 7,152.00
Li	Gang	\$ 7,152.00
Lockwood	Avery	\$ 7,152.00
Michel	Jerry	\$ 7,152.00

Simons	Alyssa	\$ 7,152.00
Walters	Leslie	\$ 7,152.00
Biolchini	Katherine	\$ 26,466.00
Carr	Karly	\$ 23,676.00
Cavender	Matthew	\$ 23,676.00
Evans	Rae Ann	\$ 26,466.00
Evans	Thomas	\$ 20,994.00
Fairfield	Casey	\$ 23,676.00
Feustel	Parker	\$ 23,676.00
Garcia	Natanael	\$ 20,994.00
Helms	Lynn	\$ 23,676.00
Jordan	Jennifer	\$ 26,466.00
Lara	Melissa	\$ 20,994.00
Lillis	Jill	\$ 20,994.00
Lopez	Katie	\$ 26,466.00
Morton	Jasmine	\$ 26,466.00
Ramirez	Michael	\$ 26,466.00
Riley	Rodney	\$ 26,466.00
Scheuerman	Cristina	\$ 20,994.00
Shereck	Jack	\$ 20,994.00
Smith	Makenna	\$ 26,466.00
Wright	Korrean	\$ 26,466.00
Ekkens	Abby	\$ 10,944.00
Compher	Kelly	\$ 2,682.00
Newton	Jill	\$ 2,682.00
Whitlow	Mary	\$ 5,364.00
Baker	Stacey	\$ 19,206.00
Bectel	Dawn	\$ 13,842.00
Baker	Theodore	\$ 16,524.00
Filcik	Lindsay	\$ 5,364.00
DeNeef	Mackenzie	\$ 10,728.00
Lewis	Bridget	\$ 5,364.00
Lozano	Victoria	\$ 5,364.00
Dziedzic	Meghan	\$ 16,416.00
Klairter	Madison	\$ 5,364.00
Sarabia	Anselmo	\$ 5,364.00
Groothuis	Marissa	\$ 8,046.00
Rake	Brianna	\$ 8,154.00
Koeman	Samantha	\$ 10,728.00
Timmerman	Hailey	\$ 13,518.00
Ediger	Abigail	\$ 5,364.00

Kirkland	Margaret	\$ 5,580.00
Gleason	Madelyn	\$ 2,682.00
Yates	Sydney	\$ 16,308.00
Minton	Megan	\$ 8,154.00
Berenbrock	Autumn	\$ 5,364.00
Lanning	Emma	\$ 5,364.00
Matteo	Sae	\$ 2,682.00
Lark	Matthew	\$ 2,682.00
Hyrns	Michelle	\$ 2,682.00
Fletke	Cassy	\$ 5,364.00
Osantowski	Kelsey	\$ 5,364.00
Priddy	Elizabeth	\$ 10,728.00
VanDerWeide	Kyla	\$ 16,308.00
Mol	Ashlyn	\$ 2,682.00
Barta	Lindsay	\$ 2,682.00
(Chan) Ross	Terra	\$ 30,268.00
Kocot	Elizabeth	\$ 34,630.00
VanSyckle	Jenifer	\$ 50,471.00
Forrest	DeeNea	\$ 46,836.00
Burgess	Rogena	\$ 30,622.00
Johnson	Katie	\$ 35,986.00
VanVleet	Katherine	\$ 43,885.00
Deters	Nichole	\$ 35,986.00
Gooden	Isaiah	\$ 24,904.00
Sheffield	Jessica	\$ 35,986.00
VanDorp	Calli	\$ 24,904.00
Roberts	Andrew	\$ 50,380.00
Parada-Lopez	Abigail	\$ 35,986.00
Haas	Serena	\$ 27,085.00
Wauben	Grace	\$ 29,266.00
Hernandez Gomez	Penny	\$ 32,449.00
Devries	Anastaisha	\$ 34,630.00
Charles	Monica	\$ 32,449.00
Brown	Mahrielle	\$ 51,711.00
Armstead	Kiana	\$ 51,925.00
Belinger	Aleece	\$ 34,630.00
Colon Lugo	Magdanamay	\$ 33,176.00
Padlo	Sarah	\$ 32,449.00
Little	Emily	\$ 35,986.00
Vanklompberg	Nicole	\$ 54,753.00
Rabe	Sara	\$ 24,177.00

Hill	Annalyse	\$ 27,085.00
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Total Seat Purchase Amount: \$2,002,573.00

The seat purchase amount includes the program services, tuition, fees, digital course materials delivered through the GVSU Saves program, and other costs specifically identified in this Exhibit A. Any costs not expressly included are outside the scope of the seat purchase unless otherwise agreed in writing by the Parties.