BOARD AGENDA ITEM

Information/Discussion_____
Future Action_____
Action ___x___

Item: Amendment to Adult Education Rental Agreement with Grand Rapids Community College (GRCC)

Submitted by: Gerry Verwey Date: 11/09/2026

Recommended by: Kevin Philipps KP Board Meeting Date: 11/16/2026

RECOMMENDATION:
It is recommended that the Board amend its August 17, 2026, approval of the facilities rental agreement between Kent ISD and Grand Rapids Community College (GRCC) for the 2026-2027 school year to include $31,800 in staff and student parking costs, increasing the total approved annual amount from $58,100 to $89,900.

BACKGROUND:
Kent ISD Adult Education is entering the second year of a three-year facilities rental agreement with GRCC for classroom and office space on the third floor of Sneden Hall, as well as staff and student parking. The agreement supports Kent ISD's Adult Education programming and provides students with access to GRCC facilities and resources.

This amendment corrects the omission and increases the total approved annual amount to $89,900 to include parking fees. The agreement costs are summarized below:

Description	**Annual Cost**
Facility rental ($15 per square foot)	$58,100
Employee parking	1,800
Student parking	30,000
Total Annual Agreement	**$89,900**
Less: FY26 unused student parking credit	($9,000)
Net FY27 Cost	**$80,900**

The agreement includes $30,000 annually for student parking. At the end of each contract year, GRCC reconciles student parking charges based on actual usage at the current GRCC student parking rate. Any unused student parking funds are credited toward the following year's rental agreement.

For FY26, actual student parking costs were $9,000 less than the amount allocated. As a result, GRCC will apply a $9,000 credit to the FY27 invoice, reducing the net FY27 cost from $89,900 to $80,900. Similarly, any unused student parking funds from FY27 will be credited toward the FY28 agreement.

GRCC will invoice Kent ISD semiannually, with payments scheduled in August and January.

GRAND RAPIDS COMMUNITY COLLEGE
GRAND RAPIDS, MI
FACILITIES RENTAL AGREEMENT

This Rental Agreement ("Agreement") is made and entered into for the period of July 1, 2025 through June 30, 2028 by and between Grand Rapids Community College ("College" or "GRCC"), 143 Bostwick Avenue NE, Grand Rapids, MI 49503 and the Kent Intermediate School District ("KISD" or "RENTER") (collectively, the "Parties").

Recitals:

A. GRCC is a Michigan community college district located in Grand Rapids, Michigan.

B. KISD is a Michigan intermediate school district located in Kent County, Michigan (the "County") and serving students in the County.

C. KISD operates and maintains an Adult Basic Education ("ABE") Program which includes a full range of educational services to adults who are residents of the County.

D. The College is an open access institution that prepares individuals to attain their goals and contribute to the community.

E. KISD wishes to utilize GRCC's Sneden Hall facility for the purpose of operating the ABE Program, which will also serve to provide opportunities for students to integrate into a college degree or certificate granting programs.

NOW, THEREFORE, in consideration of the promises set forth herein, the Parties mutually agree as follows:

1. GRCC agrees to rent to KISD six (6) rooms within Sneden Hall, specifically rooms 302,304, 306, 308, 310 and 312, for the explicit purpose of offering ABE Program instructional services and related testing. GRCC further agrees to make available space for a KISD staff person in the Welcome Center area on the first floor of Sneden Hall to support wayfinding for KISD students.

2. GRCC further agrees that KISD ABE Program staff and students will have access to other amenities within Sneden Hall, including common spaces, restrooms, and the Sneden Café.

3. This Agreement shall commence on July 1, 2025, and shall remain in effect through June 30, 2028. KISD will have access to the facility spaces referenced in Paragraph 1, above, during the College's standard operating hours on days when the College is open for normal operations. The Parties agree to meet regularly to review programming calendars and related operating hours to help to ensure appropriate access to meet ABE Program needs.

4. RENT - KISD agrees to pay a fixed base rental fee of **$ 58,100 annually** to GRCC for the period of July 1 – June 30 for the length of this Agreement, with said payment being due as specified below in Paragraph 6 of this Agreement. This amount represents a rental rate of $15 per square foot per year. In addition to the base rental rate, KISD agrees to pay a total of $1,800 annually for employee parking and $30,000 annually to support student parking. The total of $30,000 will be reconciled at the end of the contract year based on actual usage at the current GRCC student parking rate. Any necessary financial adjustments will be incorporated into subsequent year's rental fees.

5. STAFFING, OPERATIONS AND MAINTENANCE

5.1. Unless otherwise agreed in writing, KISD shall be solely responsible for providing staffing relating to the ABE Program, and no KISD employee, agent, volunteer or staff member shall be considered an employee of the College.

5.2 GRCC shall ensure that the premises identified in Paragraph 1, above, are accessible and operational during the time periods referenced in Paragraph 3, above, and the College shall provide standard custodial and maintenance services relating to the premises.

5.3 GRCC shall provide campus police services relating to the premises identified in Paragraph 1, above, by and through its Campus Police.

5.4 KISD employees on GRCC's campus in connection with the ABE Program shall be provided with building access in accordance with the College's Building Access Policy.

5.5 GRCC will work with KISD to permit signage necessary to assist KISD students with wayfinding. All such signage must be approved in writing by GRCC prior to installation.

5.6 KISD employees and students shall have access to the same catering and food services available to GRCC employees and students, based upon the same terms and conditions.

5.7 KISD shall maintain accurate and current records pertaining to ABE Program participants, their location(s) during ABE Program activities, staff members and volunteers, and such other records as might reasonably be required by GRCC. KISD agrees and acknowledges that it is solely responsible for the operation and conduct of ABE Program staff, volunteers, employees and agents.

5.8 GRCC Information Technology and the KISD will work together to ensure that the planning and deployment of telecommunications and data networks are industry standard and provide the needed functionality for both GRCC and the KISD. This includes the ability to connect to primary campuses and the use of telephone services in designated areas. Appropriate personnel from each institution will be granted necessary access to support critical network infrastructure.

5.9 The KISD ABE Program participants and KISD staff will have access to GRCC parking in the Sneden Parking Ramp or adjacent lot. Costs will be included in payments regarding use and occupancy, which shall be due as specified in Paragraph 6, below.

5.10 The approved academic calendars for each institution will be reviewed annually by representatives of GRCC and the KISD to identify differences and, to the extent practicable, coordinate building, facility and security coverage.

5.11 KISD shall conduct all ABE Program activities, or any other activity relating to, or arising out of this Agreement, in full compliance with all applicable GRCC policies, rules, regulations and practices, and in full compliance with all applicable federal, state and local laws, rules and regulations. KISD acknowledges, understands and agrees that its employees, guests and ABE Program participants on GRCC's campus for any purpose relating to, or arising out of this Agreement, shall be subject to, and comply with, all of the aforementioned standards. KISD further acknowledges, understands and agrees that it shall be solely responsible for the conduct of all of its employees, guests and ABE Program participants.

6. INSURANCE

Each Party shall maintain commercial general liability ("CGL"), or similar insurance, self-insurance, or pooled insurance reasonably acceptable to the other partner and commercial umbrella insurance with a limit of not less than $1,000,000 per occurrence and/or $3,000,000 aggregate. Insurance shall be written on an occurrence form and shall cover liability arising from operations, occupancy of

premises, property damage, bodily injury, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract.

7. PAYMENT- GRCC will invoice KISD once every six (6) months relating to the rental fees, parking fees and operational costs identified above. Invoices shall be paid within sixty days (60) after receipt.

8. RELEASE OF LIABILITY -GRCC assumes no responsibility for and KISD property brought onto the premises, and GRCC is expressly released and discharged from any and all liability for loss, injury or damages to any person or property that may relating to or arising out of the use of the FACILITY by KISD under this Agreement.

9. DAMAGE - KISD shall be liable for all damage to buildings, fields, grounds and equipment relating to or arising out of its use of any GRCC facility or premises under this Agreement. KISD agrees to pay the reasonable replacement or repair cost relating to all damages to any GRCC property, premises or facility (other than normal wear and tear) arising out of their use of any GRCC property, premises or facility under this Agreement. KISD will be invoiced separately for any costs associated with any damages contemplated by this Paragraph.

10. MODIFICATIONS - KISD shall make no temporary or permanent modifications to Sneden Hall or any GRCC property, premises or facility without the express written permission of GRCC.

11. RELEASE AND INDEMNIFICATION - KISD agrees to indemnify and hold GRCC harmless from any damage, claim, cause of action, liability, cost or expense, including harm to any person or property, caused by any breach of this Agreement by KISD, or by any act, omission, or neglect of KISD and any of its employees, agents, customers, or visitors. This clause shall survive the termination of this Agreement.

12. SECURITY - Except in cases of emergency necessitating the involvement of other local law enforcement, all security and law enforcement services related to the facility shall be provided by the Grand Rapids Community College Police Department.

13. MANAGEMENT RIGHTS - It is understood and agreed that GRCC hereby reserves the right to control and manage all of its property, premises and facilities, including any premises or facility contemplated by this Agreement, and to enforce all necessary and proper rules for the management and operation of the same. GRCC employees shall have free access at all times to all space occupied KISD, although unless deemed an emergency, GRCC will endeavor to avoid disruption of the ABE Program or any other delivery of KISD's services contemplated by this Agreement.

14. TERMINATION -This Agreement may be terminated by either Party upon one hundred and twenty (120) days' written notice.

15. FORCE MAJEURE. If the premises or facilities contemplated by this Agreement are rendered unsuitable for the purposes contemplated by this Agreement, or if the ABE Program can no longer be effected by reason of fire, tornado, earthquake, hurricane, flood, act of God, work stoppages or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, governmental authority or agency, or any other cause which is beyond the control of GRCC or KISD, the Parties shall be released and forever discharged from their future obligations under this Agreement, except with respect to those obligations identified in Paragraph 10, above.

16. OTHER PROVISIONS

    A. This Agreement and any documents incorporated by reference represent the entire Agreement

between the Parties and shall supersede all prior oral or written statements or agreements between the Parties in any way relating to Sneden Hall or the subject matter of this Agreement.

B. This Agreement may only be amended by written agreement of the Parties, duly executed by GRCC and KISD.

C. This Agreement shall be construed in accordance with the laws of the State of Michigan.

D. Should any provision(s) of this Agreement be declared illegal, void or unenforceable, the Agreement shall remain in full force and binding upon the Parties as though said provision(s) had never been included in this Agreement.

E. KISD has had an opportunity to examine the space and premises that are the subject of this Agreement. KISD is generally aware of the conditions anticipated to be present during the time period contemplated by this Agreement. All reasonable care will be taken to preserve the subject premises and facilities in their present condition.

IN WITNESS WHEREOF, the parties hereby execute this Agreement though the undersigned duly authorized representatives, this the 7 day of July ,2025.

GRCC

Signature

John Globoker

Printed Name

RENTER

Signature

KEVIN PHILIPPS

Printed Name