

**AMENDMENT TO CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY**

**BETWEEN**

**THE GREENSPIRE SCHOOL**

**(A PUBLIC SCHOOL ACADEMY)**

**AND**

**GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES**

**(AUTHORIZING BODY)**

In accordance with Section 9.1 of the Terms and Conditions of the Contract (“Contract”) dated July 1, 2019, issued by the GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES (“University Board”) to THE GREENSPIRE SCHOOL (“Academy”), the parties agree to the following:

A. The following Terms and Conditions are Amended:

1. Amend the Terms and Conditions by replacing them, in their entirety, with the new Terms and Conditions attached under Tab A. The new Terms and Conditions supersede any previous versions.

B. The following Contract Schedules are amended:


1. Amend Schedule 1, University Board Resolutions; Method of Selection Resolution; Authorized Resolution, by adding the document attached as Tab B to the end of the Schedule.
2. Amend Schedule 6, Information to be Provided by Academy and Educational Management Company, by replacing the current document with the document attached under Tab C.
3. Amend Schedule 7-2, Curriculum, by adding the document attached as Tab D to the end of the Schedule.
4. Amend Schedule 7-3, Staff Responsibilities, by adding the documents attached as Tab E to the end of the Schedule.
5. Amend Schedule 7-4, Methods of Accountability and Pupil Assessment, by replacing the current documents with those attached under Tab F.

6. Amend Schedule 7-6, School Calendar and Day Schedule, by adding the document attached as Tab G to the end of the Schedule.
  
7. Amend Schedule 7-7, Age/Grade Range of Pupils Enrolled, by replacing the current document with the document attached as Tab H.
  
8. Amend Schedule 7-8, Address and Description of Proposed Physical Plant; Lease or Deed for Proposed Site; and Occupancy Certificate, by adding the documents attached as Tab I to the end of the Schedule.

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The undersigned have read, understand and agree to comply with and be bound by the terms of and the conditions set forth in this Amendment to the Contract.

THE GREENSPIRE SCHOOL

By:   
Yvette Babin-Ringsmuth

Its: Board President

Date: 5/17/21

GRAND VALLEY STATE UNIVERSITY  
BOARD OF TRUSTEES

By:   
Donald J. Cooper II

Its: Authorized Designee

Date: 07/13/2021

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**A**

**CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY  
AND RELATED DOCUMENTS**

**ISSUED BY**

**THE GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES  
(AUTHORIZING BODY)**

**ISSUED TO**

**THE GREENSPIRE SCHOOL  
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF**

**THE GREENSPIRE SCHOOL**

**AS A**

**PUBLIC SCHOOL ACADEMY**

**DATED:  
JULY 1, 2019**

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## **GENERAL INDEX**

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  - Authorization Resolution, dated November 9, 2018
- Schedule 2: Articles of Incorporation
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- Schedule 4: Fiscal Agent Agreement
- Schedule 5: Master Calendar of Reporting Requirements (MCRR)
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## Contract to Charter a Public School Academy

Pursuant to Part 6a of the Revised School Code (“Code”), being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees (“University Board”) issues a contract to The Greenspire School (the “Academy”), to be effective July 1, 2019, confirming the Academy’s status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

### ARTICLE I

#### DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever capitalized, shall have the meaning set forth in this section:

- a) **Academy** means the Michigan non-profit corporation authorized by this Contract.
- b) **Academy Board** means the Board of Directors of the Academy authorized by this Contract. **Academy Board member** or **Academy Director** means an individual who is a member of the Academy Board, whether in the past, present or future.
- c) **Applicable Law** means all state and federal law applicable to public school academies- including all rules, regulations, and orders promulgated thereunder.
- d) **Applicant** means the person or entity that submitted the public school academy application to the University for the establishment of the Academy.
- e) **Application** means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- f) **Authorization Resolution** means the resolution adopted by the Grand Valley State University Board of Trustees approving the issuance of a Contract.
- g) **Charter School** means public school academy.
- h) **Code** means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1853 of the Michigan Compiled Laws.
- i) **Community District** means a community school district created under part 5B of the Code, MCL 380.381 et seq.

- j) **Conservator** means an individual appointed by the University President in accordance with Section 10.9 of these Terms and Conditions.
- k) **Contract** means, in addition to the definitions set forth in the Code, the Terms and Conditions and the Schedules.
- l) **Educational Service Provider or “ESP”** means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the University Charter Schools Office Director for review as provided in Section 11.15 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the Charter Schools Office Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- m) **Educational Service Provider Policies or ESP Policies** means those policies adopted by the Charter Schools Office Director that apply to a Management Agreement. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the ESP Policies. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- n) **Fund Balance Deficit** means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing from, or monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- o) **Management Agreement or ESP Agreement** means an agreement as defined under section 503c of the Code, MCL 380.503c that has been entered into between an ESP and the Academy Board for operation and/or management of the Academy, which has been submitted to the University Charter Schools Office Director for review as provided in Section 11.15 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the CSO Educational Service Provider Policies as they may be amended from time to time, and Applicable Law.

- p) **Master Calendar of Reporting Requirements (MCRR)** means the compliance certification duties required of the Academy by the University Board. The University Charter Schools Office may amend the MCRR each fiscal year or at other times as deemed appropriate by the University President. These changes shall be automatically incorporated into the Contract and shall be exempt from the Contract amendment procedures under Article IX of these Terms and Conditions.
- q) **Method of Selection Resolution** means the resolution adopted by the University Board providing for the method of selection, length of term, number of members, qualification of Board Academy members and other pertinent provisions relating to the Academy Board.
- r) **Resolution** means any resolution adopted by the Grand Valley State University Board of Trustees.
- s) **Schedules** mean the schedules incorporated into and part of the Terms and Conditions.
- t) **State Board** means the State Board of Education, established pursuant to Article 8, Section 3 of the 1963 Michigan Constitution and MCL 388.1001 et seq.
- u) **State School Reform/Redesign Office** means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02, codified at MCL 18.554, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-05 and codified at MCL 388.1282.
- v) **Superintendent** means the Michigan Superintendent of Public Instruction.
- w) **Terms and Conditions** means this document entitled Terms and Conditions of Contract issued by the Grand Valley State University Board of Trustees.
- x) **University** means Grand Valley State University established pursuant to Article VIII, Sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.841 *et seq.*
- y) **University Board** means the Grand Valley State University Board of Trustees.
- z) **University Charter Schools Hearing Panel** or **Hearing Panel** means such person(s) as designated by the University President.
- aa) **University Charter Schools Office** or **CSO** means the office the University Board, by issuance of this Contract, hereby designates as the point of contact



for public school academy applicants and public school academies authorized by the University Board. The University Charter Schools Office is also responsible for managing, implementing, and overseeing the University Board's responsibilities with respect to the Contract.

bb) **University Charter Schools Office Director** or **CSO Director** means the person designated by the University President to administer the operations of the University Charter Schools Office.

cc) **University President** means the President of Grand Valley State University or his or her designee.

Section 1.2. Captions. The captions and headings used in this Contract are for convenience only and shall not be used in construing the provisions of this Contract.

Section 1.3. Gender and Number. The use of any gender in this Contract shall be deemed to be or include the other genders, including neuter, and the use of the singular shall be deemed to include the plural (and vice versa) wherever applicable.

Section 1.4. Schedules. All Schedules to this Contract are part of this Contract.

Section 1.5. Statutory Definitions. Statutory terms defined in the Code shall have the same meaning in this Contract.

Section 1.6. Application. The Application submitted to the University Board for the establishment of the Academy is incorporated into, and made part of, this Contract. In the event that there is an inconsistency or dispute between materials in the Application and the Contract, the language or provisions in the Contract shall control.

Section 1.7. Conflicting Contract Provisions. In the event that there is a conflict between the language contained in the provisions of this Contract, the Contract shall be interpreted as follows: (i) the Method of Selection Resolution shall control over any other conflicting language in the Contract; (ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution and the Authorizing Resolution; and (iv) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution, Authorizing Resolution and these Terms and Conditions.

## ARTICLE II

### ROLE OF GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY

Section 2.1. Independent Status of the University. The University Board is an authorizing body as defined by the Code. In approving this Contract, the University voluntarily exercises additional powers given to the University under the Code. Nothing in this Contract shall be deemed to be any waiver of the University's powers or independent status and the Academy shall not be deemed to be part of the University Board. The University Board has provided the Department the accreditation notice required under Section 502.

Section 2.2. Independent Status of the Academy. The Academy is a body corporate and governmental entity authorized by the Code. The Academy is organized and shall operate as a public school academy and a nonprofit corporation. The Academy is not a division or part of the University. The relationship between the Academy and the University Board is based solely on the applicable provisions of the Code and the terms of this Contract or other agreements between the University Board and the Academy, if applicable.

Section 2.3. University Board Resolutions. For purposes of this Contract, the University Board has adopted the following resolutions:

- a) Method of Selection Resolution. The University Board has adopted the Method of Selection Resolution, which is incorporated into this Contract as part of Schedule 1. At anytime and at its sole discretion, the University Board may amend the Method of Selection Resolution. Upon University Board approval, changes to the Method of Selection Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of the Terms and Conditions.
- b) Authorizing Resolutions. The University Board has adopted the Authorizing Resolution, which is incorporated into this Contract as part of Schedule 1.

Section 2.4. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The Academy shall perform the compliance certification duties required by the University Board as outlined in the Contract incorporated into this Contract as Schedule 5. Additionally, the Academy shall be responsible for the following:

- a) In the event that the University President determines that the Academy's educational outcomes should be reviewed to help determine if the Academy is meeting the educational goals set forth in the Schedules, the University President, at his or her discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to both the Academy and the University

President. The Academy shall pay for the expense of the evaluation. In addition, at any time, the University President may require an evaluation of student performance to be selected by and at the expense of the University. The Academy shall cooperate with the evaluation, including any student testing required.

- b) Within ten (10) days of receipt, the Academy shall notify the University Charter Schools Office of correspondence received from the Department of Education or State Board of Education that requires a written or formal response.
- c) Within ten (10) days of receipt, the Academy shall report to the University Charter Schools Office and the University Counsel Office any litigation or formal proceedings alleging violation of Applicable Law or contractual agreement against the Academy, its officers, employees, agents, and/or contractors.
- d) The Academy shall permit review of the Academy's records and inspection of its premises at any time by representatives of the University. Normally, such inspections shall occur during the Academy's hours of operation and after advance notice to the Academy.
- e) The Academy shall provide the Charter Schools Office with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy and shall provide necessary approvals for the Charter Schools Office to access electronic information received or stored by the State of Michigan including, but not limited to, the Department of Education or other agency authorized by the State to collect school data.
- f) The Academy shall submit audited financial statements, including auditor's management letters and any exceptions noted by the auditors, to the University Charter Schools Office. The financial statements and auditor's management letters shall be submitted to the University Charter Schools Office within ninety (90) days after the end of the Academy's fiscal year.
- g) The Academy shall provide the University Charter Schools Office with a copy of the approved annual budget for the upcoming fiscal year of the Academy no later than July 1st. The Academy Board is responsible for establishing, approving and amending the annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*, and for providing all amendments and revisions to the University Charter Schools Office following Academy Board approval.
- h) The Academy shall provide to the University Charter Schools Office minutes of all Academy Board meetings no later than fourteen (14) days after such meeting.

Section 2.5. University Board Administrative Fee. During the term of this Contract, the Academy shall pay the University Board an administrative fee of 3% of the state school aid

payments received by the Academy. For purposes of this Contract, state school aid payments received by the Academy in July and August in any given year shall be deemed to have been received by the Academy during the Contract term. This fee shall be retained by the University Board from each state school aid payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for issuing the Contract and overseeing the Academy's compliance with the Contract and all Applicable Law. This fee may also be used to fund college readiness work and scholarships for academies that are in compliance with this Contract.

Section 2.6. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. The University Board shall, within three (3) business days, forward to the Academy all state school aid funds or other public or private funds received by the University Board for the benefit of the Academy. The University Board shall retain any amount owed to the University Board by the Academy pursuant to this Contract. For purposes of this section, the responsibilities of the University Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 4.

Section 2.7. Authorization of Employment. The Academy may employ or contract with personnel. If the Academy contracts for personnel with an Educational Service Provider, the Academy shall submit a draft of the proposed agreement to the University Charter Schools Office for review. The University Charter Schools Office may disapprove the proposed agreement if it contains provisions in violation of this Contract or Applicable Law. No ESP agreement shall be effective unless and until the agreement complies with Section 11.16 of these Terms and Conditions. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. The Academy Board shall prohibit any individual from being employed by the Academy, an ESP, or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. The Academy shall be responsible for carrying worker's compensation insurance and unemployment insurance for its employees.

Section 2.8. Financial Obligations of the Academy are Separate from the State of Michigan, University Board and the University. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the University Board, or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.9. Academy Has No Power to Obligate or Bind State of Michigan, University Board or the University. The Academy has no authority whatsoever to enter into any contract or

other agreement that would financially obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

Section 2.10. Authorizing Body Contract Authorization Process. Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract term set forth in Section 12.14 without any further action of either the Academy or the University Board. Prior to the end of the Contract term, the University Board shall provide a description of the process and standards by which the Academy may be considered for the issuance of a new contract. The timeline for consideration of whether to issue a new contract to the Academy shall be solely determined by the University Board. The standards for issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board as the most important factor of whether to issue or not issue a new contract. The University Board, at its sole discretion, may change its process and standards for issuance of a contract at any time, and any such changes shall take effect automatically without the need for any amendment to this Contract. Consistent with the Code, the University Board may elect, at its sole discretion, not to consider the issuance of a contract, consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

Section 2.11. University Board Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to the Uniform Condemnation Procedures Act or other applicable statutes, it shall obtain express written permission for such acquisition from the University Board. The Academy shall submit a written request to the Charter Schools Office Director describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. The Charter Schools Office Director will generate a recommendation for consideration by the University Board with regard to the proposed acquisition. The request and the Charter Schools Office Director's recommendation will be submitted by the Charter Schools Office Director for the University Board's consideration in accordance with the University Board's generally applicable timelines and policies for the agendas of regularly-scheduled University Board committee meetings and formal sessions of the University Board. No acquisition may be made until the approval of the University Board is obtained by resolution adopted at a formal session of the University Board.

Section 2.12. Charter Schools Office Director Review of Certain Financing Transactions. If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of facilities or equipment, or renovation of facilities, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment or direction to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., or (ii) direct that a portion of its State School Aid Payments be

forwarded by the Fiscal Agent University Board to a third party account for the payment of Academy debts and liabilities, the Academy shall submit the transaction for prior review by the Charter Schools Office Director as designee of the University Board, in the manner provided herein. The Academy shall, not later than thirty (30) days prior to the proposed closing date of the transaction, submit a written request to the Charter Schools Office Director describing the proposed transaction and the facilities or equipment to be acquired with the proceeds thereof (if any), and in the case of a transaction described in subparagraph (ii) of this Section, (a) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; (b) a copy of a State School Aid Payment Agreement and Direction document that is in a form acceptable to the University Charter Schools Office; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the University Charter Schools Office may request. Unless the Charter Schools Office Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the Charter Schools Office Director shall notify the Academy if the proposed transaction is disapproved. The Charter Schools Office Director may disapprove the proposed transaction if the proposed transaction violates this Contract or applicable law. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into that is disapproved by the Charter Schools Office Director. By not disapproving a proposed transaction, the Charter Schools Office Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

### **ARTICLE III**

#### **REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION**

Section 3.1. Governmental Agency or Entity and Political Subdivision. The Academy shall act exclusively as a governmental agency or entity and political subdivision.

Section 3.2. Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Subject to Section 2.7 and Section 6.15 of the Terms and Conditions, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

Section 3.3. Academy Board Members Serve in their Individual Capacity. All Directors of the Academy Board shall serve in their individual capacity, and not as a representative or designee of any other person or entity. A person who does not serve in their individual capacity, or who serves as a representative or designee of another person or entity, shall be deemed ineligible

to continue to serve as a Director of the Academy Board. A Director who violates this Section shall be removed from office, in accordance with the removal provisions found in the Resolution or Schedule 2: Bylaws. As set forth in the Resolution, a Director serves at the pleasure of the University Board, and may be removed with or without cause by the University Board at any time.

## **ARTICLE IV**

### **PURPOSE**

Section 4.1. Academy's Purpose. The Academy Board shall identify the purpose or mission of the Academy. Any subsequent changes to the Academy's purpose or mission shall be carried out by amendment in accordance with Article IX of these Terms and Conditions. The Academy's stated purpose or mission shall be set forth in the Schedules.

## **ARTICLE V**

### **CORPORATE STRUCTURE OF THE ACADEMY**

Section 5.1. Nonprofit Corporation. The Academy shall be organized and operated as a public school academy corporation organized under the Michigan Nonprofit Corporation Act, as amended, Act No. 162 of the Public Acts of 1982, being Sections 450.2101 to 450.3192 of the Michigan Compiled Laws. Notwithstanding any provision of the Michigan Nonprofit Corporation Act, as amended, the Academy shall not take any action inconsistent with the provisions of Part 6A of the Code or other Applicable Law.

Section 5.2. Articles of Incorporation. Unless amended pursuant to Section 9.3 of Article IX herein, the Articles of Incorporation of the Academy, as set forth in Schedule 2, shall be the Articles of Incorporation of the Academy. The Academy Board represents to the University Board that Schedule 2 includes all amendments to the Academy's Articles of Incorporation as of the date set forth above.

Section 5.3. Bylaws. Unless amended pursuant to Section 9.4 of Article IX herein, the Bylaws of the Academy, as set forth in Schedule 3, shall be the Bylaws of the Academy. The Academy Board represents to the University Board that Schedule 3 includes all amendments to the Academy's Bylaws as of the date set forth above.

Section 5.4. Quorum. Notwithstanding any document in the Contract that is inconsistent with this Section, including the Academy's Articles of Incorporation and Bylaws, a quorum of the Academy Board that is necessary to transact business and to take action shall be a majority of the Academy Board members as set by the Authorizing Resolution.

## ARTICLE VI

### OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the governance structure as set forth in its Bylaws. The Academy's Board of Directors shall meet at least six times per fiscal year, unless another schedule is mutually agreed upon by the University President or Designee and the Academy.

Section 6.2. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of the University. The University shall not be required to receive any contributions or donations for the benefit of the Academy. If the University receives contributions or donations for the benefit of the Academy, it shall forward such funds to the Academy within three (3) business days of receipt.

Section 6.3. Educational Goals and Programs. The Academy shall pursue the educational goals and programs identified and contained in the Schedules. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils. Such goals and programs may be amended pursuant to Section 9.2 of Article IX of the Terms and Conditions. Upon request, the Academy shall provide the University Charter Schools Office with a written report, along with supporting data, assessing the Academy's progress toward achieving its goal(s).

Section 6.4. Curriculum. The Academy shall have flexibility in developing, realigning, and implementing the curriculum identified in the Schedules. Any changes to the curricula shall be administered pursuant to Section 9.2 of Article IX of the Terms and Conditions, and such proposed curricula shall be designed to achieve the Academy's overall educational goals and State's educational assessment objectives.

Section 6.5. Methods of Accountability and Pupil Assessment. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. The Academy shall also assess pupil performance using all applicable testing that the Code or the Contract requires. The Academy shall provide the University Charter Schools Office with copies of reports, assessments, and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;



- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

The University Board may use such reports, assessments and test results in making its decision to suspend, terminate, or not issue a new contract at the end of the Contract, or revoke the Contract.

Section 6.6. Staff Responsibilities. Subject to Section 2.7 Article II of the Terms and Conditions, the University Board authorizes the Academy to employ or contract with an Educational Service Provider. A copy of the ESP agreement shall be included in the Schedules.

Section 6.7. Admission Policy. The Academy shall comply with all application, enrollment, and admissions policies and criteria required by Applicable Law. A copy of the Academy's admission policies and criteria are set forth in the Schedules. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the University Charter Schools Office that demonstrates the following:

- a) the Academy has made a reasonable effort to advertise its enrollment efforts to all pupils; and
- b) the Academy's open enrollment period was for a duration of at least 2 weeks and permitted the enrollment of pupils by parents at times in the evening and on weekends.

Section 6.8. School Calendar/School Day Schedule. The Academy shall comply with all minimum standards governing the length of the school term, minimum number of days and hours of instruction required by Applicable Law. The Academy agrees to make available to the CSO Office a copy of the School Calendar/School Day Schedule for each academic school year no later than July 1<sup>st</sup>. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into the Schedules, without the need for an amendment under Article IX of the Terms and Conditions.

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate Sixth through Twelfth (6-12) grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.2 of Article IX of the Terms and Conditions.

Section 6.10. Annual Financial Audit. The Academy shall conduct an annual financial audit prepared and reviewed by an independent certified public accountant in accordance with generally accepted governmental auditing principles. The Academy shall submit the annual

financial statement audit and auditor's management letter to the Charter Schools Office in accordance with the MCRR. The Academy Board shall provide to the Charter Schools Office a copy of any responses to the auditor's management letter in accordance with the MCRR.

Section 6.11. Address and Description of Proposed Site(s); Process for Expanding Academy's Site Operations. The proposed address and physical plant description of the Academy's proposed site or sites is set forth in Schedule 7-8. Following Academy Board and University Board approval, proposed changes to the address and description of any site or sites shall be incorporated into this Contract by amendment. With the approval of the University Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 7-8 are under the direction and control of the Academy Board.

The University Board's process for evaluating and approving the same configuration of age or grade levels at more than one (1) site is as follows:

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the University Charter Schools Office an application for site expansion, in a form or manner determined by the University Charter Schools Office. The application for site expansion shall include all information requested by the University Charter Schools Office, including detailed information about the site, revised budget, renovation and site improvement costs, the Academy's proposed operations at the site, and the information provided in Contract Schedules 7-8. Upon receipt of a complete application for site expansion, the University Charter Schools Office shall review the application for site expansion and make a recommendation to the University Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the University Charter Schools Office of the application for site expansion shall include a determination by the Charter Schools Office that the Academy is operating in compliance with the Contract and is making measurable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request following submission by the University Charter Schools Office of a positive recommendation.

If the University Board approves the Academy Board's site expansion request, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The University Board reserves the right to modify, reject, or approve any application for site expansion in its sole and absolute discretion.

Section 6.12. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles, and accounting system requirements that comply with Applicable Law.

Section 6.13. Placement of University Student Interns. The Academy may be a placement site for University students who are in education or other pre-professionals in training to serve in

public schools. Such placement shall be without charge to the University and subject to other terms and conditions as the Academy and the University agree.

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

Section 6.15 Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft and final copy of the agreement to the University Charter Schools Office for review and retention.

Section 6.16. Posting of Accreditation Status. The Academy shall post notice to the Academy's homepage of its website disclosing the accreditation status of each school in accordance with section 1280e of the Code, MCL 380.1280e.

Section 6.17. New Public School Academies Located within the Boundaries of a Community District. If the Academy is a new public school academy and either of the circumstances listed below in (a) or (b) apply to the Academy's proposed site(s), the Academy represents to the University Board, intending that the University Board rely on such representation as a precondition to issuing this Contract, that the Academy has a substantially different governance, leadership, and curriculum than the public school previously operating at that site(s):

- a) The Academy's proposed site is the same location as a public school that (i) is currently on the list under Section 1280c(1), MCL 380.1280c(1) or Section 1280g(3), MCL 380.1280g(3), as applicable; or (ii) has been on the list under Section 1280c(1), MCL 380.1280c(1) or Section 1280g(3), MCL 380.1280g(3), as applicable, during the immediately preceding 3 school years.
- b) The Academy's proposed site is the same location of another public school academy, urban high school academy, school of excellence or strict discipline academy whose contract was revoked or terminated by an authorizing body under the applicable part of section of the Code.

Section 6.18. Collective Bargaining Agreements. Collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

## ARTICLE VII

### TUITION PROHIBITED

Section 7.1. Tuition Prohibited: Fees and Expenses. The Academy shall not charge tuition. The Academy may impose fees and require payment of expenses for activities of the Academy where such fees and payments are not prohibited by law.

## ARTICLE VIII

### COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS

Section 8.1. Compliance with Part 6a of the Code. The Academy shall comply with Part 6a of the Code.

Section 8.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time. The Academy may expend funds from the State School Aid Act for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 8.3. Open Meetings Act. Pursuant to Section 503(6)(a) of the Code, the Academy Board shall conduct all of its meetings in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 8.4. Freedom of Information Act. Pursuant to Section 503(6)(b) of the Code, the records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act (“FOIA”), Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 8.5. Public Employees Relation Act. Pursuant to Section 503(6)(c) of the Code, the Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.217 of the Michigan Compiled Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 8.6. Uniform Budgeting and Accounting Act. The Academy shall comply with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.

Section 8.7. Revised Municipal Finance Act of 2001. With respect to the Academy's borrowing money and issuance of bonds, the Academy shall comply with section 1351a of the Code and Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws, except that the borrowing of money and issuance of bonds by the Academy is not subject to section 1351a(4) or section 1351(2) to (4) of the Code. Bonds issued by the Academy are subject to the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821.

Section 8.8. Non-discrimination. The Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers' Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 *et seq.* or any successor law.

Section 8.9. Other State Laws. The Academy shall comply with other state laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 8.10. Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

## ARTICLE IX

### AMENDMENT

Section 9.1. Amendments. The University Board and the Academy acknowledge that the operation and administration of a public school academy and the improvement of educational outcomes over time will require amendment of this Contract. In order to assure a proper balance between the need for independent development of the Academy and the statutory responsibilities of the University Board as an authorizing body, the parties have established a flexible process for amending this Contract.

Section 9.2. Process for Amending the Contract. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. Except as provided in Sections 2.3, 5.2 and 6.11, the University Board delegates to its University President the review and approval of changes or amendments to this Contract. The Academy Board may delegate the same authority to the Academy Board President. The Contract shall be amended upon agreement and approval of the respective authorized designees.

Section 9.3. Process for Amending Academy Articles of Incorporation. The Academy Board, or any authorized designee of the Academy Board, may propose changes to the Academy's Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles

upon approval by the University President or Designee after review and recommendation by the University's Legal Counsel. Upon University approval, the Academy Board's authorized designee is authorized to file the amendment to the Academy's Articles of Incorporation with the appropriate state agency. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the University Charter Schools Office. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the University Charter Schools Office. If the University identifies a provision in the Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or other reason, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall amend the Articles of Incorporation to make them consistent with the Contract. If the change is requested by the University, the University shall reimburse the Academy for the filing fees payable to the Michigan Department of Licensing and Regulatory Affairs, Corporate Division.

Section 9.4. Process for Amending Academy Bylaws. The Academy Board shall submit proposed Bylaw changes to the Charter Schools Office, for review and comment, at least thirty (30) days prior to Academy Board adoption. The Academy's Bylaws, and any subsequent or proposed changes to the Academy's Bylaws, shall not violate or conflict with the Contract. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with Applicable Law or this Contract, the Academy Board's Bylaws shall be automatically void and the Academy Board shall amend the identified provision to be consistent with Applicable Law and the Contract. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt by the University Charter Schools Office of a duly authorized Academy Board Bylaw change made in accordance with this Section 9.4.

Section 9.5. Final Approval of Amendments. Amendments to this Contract take effect only after they have been approved by the Academy Board and by the University Board or the Charter Schools Office Director. If the proposed amendment conflicts with any of the University Board's general policies on public school academies, the proposed amendment shall take effect only after approval by the Academy and the University Board.

Section 9.6. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law, which alters or amends the responsibilities and obligations of either the Academy or the University Board, this Contract shall be altered or amended to reflect the change in existing laws as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the University Board shall conform to and be carried out in accordance with the change in Applicable Law.

Section 9.7. Emergency Action on Behalf of University Board. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation that arises between meetings of the University Board. An emergency situation shall be deemed to occur if the University President, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the University Board. Upon the determination that an emergency situation exists, the University President may temporarily take action on behalf of the University

Board with regard to the Academy or the Contract, so long as such action is in the best interest of the University Board and the University President consults with the University Board Chairperson prior to taking the intended actions. When acting during an emergency situation, the University President shall have the authority to act on behalf of the University Board, and such emergency action shall only be effective in the interim before the earlier of (a) rejection of the emergency action by the Chairperson of the University Board; or (b) the next meeting of the University Board. The University President shall immediately report such action to the University Board Chairperson for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the University Board, becomes permanent.

## **ARTICLE X**

### **TERMINATION, SUSPENSION AND REVOCATION**

Section 10.1. Grounds and Procedures for Academy Termination of Contract. At anytime and for any reason, the Academy Board may terminate this Contract. The Academy Board shall notify the CSO Director in writing of the request for the termination of the Contract not less than six (6) calendar months in advance of the effective date of termination. The University Board, in its sole discretion, may waive the six (6) month requirement. A copy of the Academy Board's resolution approving the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the written termination request.

Section 10.2. Termination by University Board. The University Board, in its sole discretion, reserves the right to terminate this Contract (i) before the end of the Contract Term for any reason or for no reason provided that such termination shall not take place less than six (6) calendar months from the date of the University Board's resolution approving such termination; or (ii) if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then such termination shall take effect at the end of the current Academy fiscal year. Following University Board approval, the Charter Schools Office shall provide notice of the termination to the Academy. If during the period between the University Board's action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the University Board may elect to initiate suspension or revocation of the Contract sooner as set forth in this Article X. If this Contract is terminated pursuant to this Section 10.2, the revocation procedures in Section 10.6 shall not apply.

Section 10.3. Contract Suspension. The University Board's process for suspending the Contract is as follows:

- a) University President Action. If the University President determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board (i) has placed the health or safety of the staff and/or students at risk; (ii) is not properly exercising its

fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Section 6.11, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6; or (v) has willfully or intentionally violated this Contract or Applicable Law, the University President may immediately suspend the Contract. If the conditions or circumstances involve an alleged violation of Sections 10.5(e) or (f), the University President is authorized to suspend the Contract immediately pending completion of the procedures set forth in Section 10.6. Unless otherwise specified in the suspension notice, the Academy shall cease operations on the date on which the suspension notice is issued. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel if applicable. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.

- b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the University President to suspend the Contract may be retained by the University Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury.
- c) Immediate Revocation Proceeding. If the Academy Board, after receiving a Suspension Notice from the University President continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a Revocation Hearing in accordance with the procedures set forth in Section 10.6(e) of the Terms and Conditions. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the University Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with Section 10.6(f) through (i).

Section 10.4 Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.7, this Contract may also be revoked by the University Board upon a determination by the University Board, pursuant to the procedures set forth in Section 10.6, that one or more of the following has occurred:

- a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals set forth in this Contract;
- b) Failure of the Academy to comply with all Applicable Law;



- c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or
- d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.5. Other Grounds for University Board Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic revocation of the Contract set forth in Section 10.7, the University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- a) The Academy is insolvent, has been adjudged bankrupt, or has operated for one or more school fiscal year(s) with a Fund Balance Deficit;
- b) The Academy has insufficient enrollment to successfully operate the Academy, or the Academy has lost more than twenty-five percent (25%) of its student enrollment from the previous school year;
- c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- d) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Corporate Division, without first obtaining University President or Designee approval;
- e) The University Board discovers grossly negligent, fraudulent or criminal conduct by the Applicant, the Academy's directors, officers, employees or agents in relation to their performance under this Contract;
- f) The Applicant, the Academy's directors, officers or employees have provided false or misleading information or documentation to the University Board in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law;
- g) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the University Board;  
or
- h) The University Board, its trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any educational management agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.16 of the Terms and Conditions.

Section 10.6. University Board Procedures for Revoking Contract. Except for the automatic revocation process set forth in Section 10.7 or the termination of Contract by the University Board in Section 10.2, the University Board's process for revoking the Contract is as follows:

- a) Notice of Intent to Revoke. The CSO Director, upon reasonable belief that such grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.
- b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the CSO Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the CSO Director prior to a review of the Academy Board's response.
- c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, whichever is sooner, the CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the CSO Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be withdrawn if the CSO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction. In the event the Notice of Intent to Revoke is withdrawn, the CSO Director shall notify the Academy Board, in writing, of such withdrawal.
- d) Plan of Correction May Include Conditions to Satisfy University Board's Contract Reconstitution Authority. As part of the Plan of Correction, the CSO Director may

reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. Reconstitution may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board members; (ii) termination of at-will board appointments of 1 or more Academy Board members; (iii) withdrawing approval of a contract under Section 506 of the Code; (iv) the appointment of a new Academy Board of directors or a Conservator to take over operations of the Academy.; or (v) closure of an Academy site(s).

Reconstitution of the Academy does not prohibit the Department from issuing an order under section 507 of the Code, MCL 380.507, directing the automatic closure of the Academy's site(s).

- e) Request for Revocation Hearing. The CSO Director may initiate a revocation hearing before the University Charter Schools Hearing Panel if the CSO Director determines that any of the following has occurred:
- i) the Academy Board has failed to timely respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);
  - ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;
  - iii) the Academy Board's response admits violations of the Contract or Applicable Law which the CSO Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the CSO Director determines that a Plan of Correction cannot be formulated;
  - iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
  - v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);
  - vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
  - vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

The CSO Director shall send a copy of the Request for Revocation Hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The Request for Revocation Hearing shall identify the reasons for revoking the Contract.

- f) Hearing before University Charter Schools Hearing Panel. Within thirty (30) days of the date of a Request for Revocation Hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the Notice of Hearing to the University Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the

CSO Director's request for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the CSO Director. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the University and the Academy. The CSO Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel, may, however, question the CSO Director and one or more members of the Academy Board. Within thirty (30) days of the Revocation Hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. In its discretion, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the University Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.

- g) University Board Decision. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular meeting, the University Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available copies of the Hearing Panel's recommendation and the transcript of the hearing. The University Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the University Board's decision shall be provided to the University Charter Schools Office, the Academy Board and the Department.
- h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board.
- i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be held by the University Board and returned to the Michigan Department of Treasury.
- j) Disposition of District Code Number. Notwithstanding any other provision of the Contract, after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, the district code number shall remain under the direction and control of the State Board of Education and/or its designated representative.

Section 10.7. Automatic Amendment of Contract; Automatic Termination of Contract if All Academy Sites Closed; Economic Hardship Termination. Except as otherwise noted in this Section, if the University Board is notified by the Department that an Academy site is subject to closure under section 507 of the Code, MCL 380.507 (“State’s Automatic Closure Notice”), then this Contract shall automatically be amended to eliminate the Academy’s authority to operate certain age and grade levels at the site or sites identified in the State’s Automatic Closure Notice. If the State’s Automatic Closure Notice includes all of the Academy’s existing sites, then this Contract shall automatically be terminated at the end of the current school year in which the State’s Automatic Closure Notice is received without any further action of the University Board or the Academy.

Following receipt of the State’s Automatic Closure Notice the University Charter Schools Office Director shall forward a copy of the notice to the Academy Board and request a meeting with Academy Board representatives to discuss the Academy’s plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy’s existing sites are included in the notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State’s Automatic Revocation Notice, including the granting of any hardship exemption by the Department rescinding the State’s Automatic Closure Notice (“Pupil Hardship Exemption”), shall be directed to the Department, in a form and manner determined by the Department.

If the Department rescinds the State’s Automatic Closure Notice for an Academy site or sites by granting a Pupil Hardship Exemption, the Academy is not required to close the identified site(s), but shall present to the CSO the proposed Contract amendments incorporating the Department’s school improvement plan, if applicable, for the identified site(s).

If the Department elects not to issue a Pupil Hardship Exemption and the CSO Director determines, in his or her discretion, that the closure of one or more sites as directed by the Department creates a significant economic hardship for the Academy as a going concern or the possibility of a mid-year school closure, then the CSO Director may recommend to the University Board that the Contract be terminated at the end of the current school year (hereinafter “Economic Hardship Termination”). If the University Board approves the Economic Hardship Termination recommendation, then this Contract shall terminate at the end of the current school year without any further action of the parties.

The University Board’s revocation procedures set forth in Section 10.6 do not apply to an automatic termination initiated by the State’s Automatic Closure Notice or an Economic Hardship Termination under this Section 10.7.

Section 10.8. Venue; Jurisdiction. The parties agree that all actions or proceedings arising in connection with this Contract will be tried and litigated only in the Circuit Court of Ottawa County, Michigan, the Michigan Court of Claims or the Federal District Court for the Western District of Michigan. The parties hereby irrevocably accept for themselves and in respect

of their property, generally and unconditionally, the jurisdiction of such courts. The parties irrevocably consent to the service of process out of any such courts in any such action or proceedings by the mailing of copies thereof by registered or certified mail, postage prepaid, to each such party, at its address set forth for notices in this Contract, such service to become effective ten (10) days after such mailing. The parties irrevocably waive any right they may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceedings is brought in accordance with this Section 10.8. This Section 10.8 shall not in any way be interpreted as an exception to the Academy's covenant not to sue contained in Section 11.8 of these Terms and Conditions.

Section 10.9. Conservator; Appointment by University President. Notwithstanding any other provision of the Contract, in the event that the health, safety, and welfare of the Academy students, property, or funds are at risk, the University President, after consulting with the University Board Chairperson, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all the powers of a Board of Directors of a Public School Academy and act in the place and stead of the Academy Board. The University President shall appoint the conservator for a definite term which may be extended in writing. During the appointment, the Academy Board members are suspended and all powers of the Academy Board are suspended. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers:

- a) take into his or her possession all Academy property and records, including financial, board, employment and student records;
- b) institute and defend board actions by or on behalf of the Academy;
- c) continue the business of the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as security for the repayment of loans. However, the power shall be subject to any provisions and restrictions in any existing credit documents;
- d) hire, fire, and discipline employees of the Academy;
- e) settle or compromise with any debtor or creditor of the Academy, including any taxing authority;
- f) review all outstanding agreements to which the Academy is a party and to take those actions which the Academy Board may have exercised to pay, extend, rescind, renegotiate, or settle such agreements as needed; and
- g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under the Code or this Contract.

## ARTICLE XI

### PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. Grand Valley State University Faculty Employment in the Academy. Subject to the ability of the Academy to reach separate agreement on the terms, the Academy is permitted to use University faculty as classroom teachers in any grade.

Section 11.2. The Academy Faculty Appointment to Grand Valley State University Faculty. Nothing in this Contract shall prohibit a member of the Academy faculty from being appointed to or serving as a member of the University faculty.

Section 11.3. Student Conduct and Discipline. The Academy Board shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline.

Section 11.4. Insurance. The Academy shall secure and maintain in its own name as the “First Named Insured” at all times the following insurance coverage:

- a) Property insurance covering all of the Academy’s Real and Personal property, whether owned or leased;
- b) Commercial General Liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form). Coverage must include Sexual Abuse and Molestation and Corporal Punishment coverage. Policies may be written on either an occurrence or claims made basis. If the coverage is claims made, the retroactive date must be the same or before the date of the original contract, and in the event that the Academy goes out of business, the Academy must purchase the longest-available tail coverage;
- c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars (\$1,000,000) Combined Single Limit covering Hired and Non-Owned Autos, as well as Owned Autos if applicable;
- d) Workers’ Compensation or Worker’ Compensation without employees (this is considered minimum premium, “if any” insurance) (statutory limits) and Employers’ Liability insurance with a minimum limit of one million dollars (\$1,000,000) for each coverage part;
- e) Errors & Omissions insurance including Directors & Officers and School Leaders Errors & Omissions Liability insurance with a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate (Claims Made or Occurrence Form);

- f) Crime including employee dishonesty and third party coverage insuring cash, securities, and property, with a minimum of five hundred thousand dollars (\$500,000); and
- g) Employment Practices Liability insurance with a minimum of one million dollars (\$1,000,000) per claim/aggregate (Claims Made or Occurrence Form).
- h) Umbrella with a minimum \$4,000,000 limit each occurrence and aggregate. Alternatively, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000 per occurrence limit.

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The insurance carrier(s) must have an AM Best rating of "A" or better. The Academy may join with other public school academies to obtain insurance if the Academy finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as First Named Insured with its own limits, i.e. no sharing of limits.

The Academy shall list the University Board and the University on the insurance policies coverage listed in (b), (c), (e), (g), and (h) above, as Additional Insured on a primary and noncontributory basis. The Academy shall have a provision included in all policies requiring notice to the University, at least thirty (30) days in advance, upon termination or non-renewal of the policy or of changes in insurance carrier or policy limit changes. In addition, the Academy shall provide the University with copies of all insurance certificates and endorsements required by this Contract. Upon request, and within 10 days of the request, the Academy shall also provide to the University Charter Schools Office an entire copy of the insurance policies. Failure of the University to request or collect the policies does not affect the obligations of the Academy under the terms of this contract. The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimum may be required depending upon academic offerings and program requirements.

The Academy understands that the University's insurance carrier periodically reviews the types and amounts of insurance coverage that the Academy must secure in order for the University to maintain insurance coverage for authorization and oversight of the Academy. In the event that the University's insurance carrier requests additional changes in coverage identified in this Section 11.4, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University's insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.5. The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan. The Academy agrees to comply with all of the following:



- a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- b) Within ten (10) days after adoption by the Academy Board (but not later than July 1st) each year, the Academy Board shall submit to the Charter Schools Office a copy of its annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within 10 days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Charter Schools Office.
- c) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7<sup>th</sup> of each school fiscal year, shall transmit to the Center for Educational Performance and Information ("CEPI") the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- d) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance, incurs a deficit fund balance in the most recently completed school fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:
  - (i) The Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the Charter Schools Office.
  - (ii) Within 30 days after making notification under subdivision (d)(i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Department an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the Charter Schools Office.
  - (iii) After the Superintendent approves the Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.

(e) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:

- (i) The enhanced deficit elimination plan shall be approved by the Academy Board before submission.
- (ii) After the State Treasurer approves an enhanced deficit elimination plan for the Academy, the Academy shall post the enhanced deficit elimination plan on the Academy's website.
- (iii) Submit to the Superintendent and State Treasurer an enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.

Section 11.6. Transportation. The Academy Board may enter into contract with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation. In the event that the Academy Board contracts for transportation services, the Academy Board shall ensure that the company providing the transportation services is properly licensed in accordance with Applicable Law, and that the company conducts criminal background and history checks on its drivers and other personnel who have direct contact with pupils in accordance with the Code.

Section 11.7. Extracurricular Activities and Interscholastic Sports. The Academy is authorized to join any organization, association, or league, which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 11.8. Legal Liabilities and Covenants Not to Sue. The Academy and Academy Board members acknowledge and agree that they have no authority to extend the faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy and Academy Board members hereby agrees and covenants not to sue the University Board, the University or any of its trustees, officers, employees, agents or representatives for any matters that arise under this Contract or otherwise. The University does not assume any obligation with respect to any Academy Director, employee, agent, parent, guardian, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, termination or revocation of this Contract.

Section 11.9. Lease or Deed for Proposed Single Site(s). The Academy shall provide to the designee of the University Board copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed and site information shall be incorporated into the Schedules.

Any lease agreement entered into by the Academy shall include a termination provision permitting the Academy to terminate the lease, without cost or penalty to the Academy, in the event that the Academy is required to close an Academy site covered by the lease (i) pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) pursuant to a reconstitution by the University pursuant to Section 507 of the Code, MCL 380.507 and these Contract Terms and Conditions. The provision shall also provide that the lessor/landlord shall have no recourse against the Academy or the University Board for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the lessor/landlord from receiving lease payments owned prior to site closure or reconstitution, or relieve the Academy from paying any costs or expenses owed under the lease prior to site closure or reconstitution.

Section 11.10. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that all physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates. The Academy Board shall not conduct classes at any site until the Academy has complied with this Section 11.10. Copies of these certificates shall be incorporated into the Schedules.

Section 11.11. Criminal Background and History Checks; Disclosure of Unprofessional Conduct. The Academy shall comply with the Code concerning criminal background and criminal history checks for its teachers, school administrator(s), and for any other position requiring State Board approval. In addition, the Academy shall comply with the Code concerning the disclosure of unprofessional conduct by persons applying for Academy employment. This Section 11.11 shall apply to such persons irrespective of whether they are employed by the Academy or employed by an educational service provider contracting with the Academy.

Section 11.12. Special Education. Pursuant to Section 1701a of the Code, the Academy shall comply with Article III, Part 29 of the Code, MCL 380.1701 et seq., concerning the provision of special education programs and services at the Academy. Upon receipt, the Academy shall notify the Charter Schools Office of any due process or state complaint filed against the Academy.

Section 11.13. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy.

Section 11.14. Nonessential Elective Courses. If the Academy Board elects to provide nonessential elective courses to part-time pupils at a nonpublic school building, the Academy shall comply with Section 1766b of the State School Aid Act of 1979, as amended, MCL 388.1766b. Prior to providing instruction, the Academy Board shall ensure that the Academy

has sufficient documentation to qualify for part-time pupil funding under the State School Aid Act. The provision of nonessential elective courses by the Academy shall be incorporated into this Contract as an amendment pursuant to Article IX of these Terms and Conditions.

Section 11.15. Educational Service Provider Agreements. The Academy may enter into an ESP Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For the purposes of this Contract, an employee leasing agreement shall be considered an ESP Agreement, and an employee leasing company shall be considered an ESP. The Academy board must retain independent legal counsel to review and advise on the negotiation of the ESP agreement. Legal counsel for the Academy shall not represent the ESP or an ESP owner, director, officer, or employee. The ESP agreement must be an arms-length, negotiated agreement between an informed Academy Board and the ESP.

Prior to entering any ESP Agreement with an ESP, the Academy shall submit a copy of the final draft ESP Agreement to the University Charter Schools Office in a form or manner consistent with the ESP policies of the University Charter Schools Office, which are incorporated into and be deemed part of this Contract. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended policies shall automatically apply to the Academy without any amendment under Article IX of this Contract. The University Charter Schools Office may disapprove the proposed ESP Agreement submitted by the Academy if the ESP Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to an ESP Agreement shall be submitted for review by the University Charter Schools Office in the same form and manner as a new ESP Agreement.

Section 11.16. Required Provisions for Educational Service Provider Agreements. Any ESP agreement entered into by the Academy must contain the following provisions:

“Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board’s approval of the Application, the University Board’s consideration of or issuance of a Contract, the Academy’s preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the ESP, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley

State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.”

“Revocation or Termination of Contract. If the Academy’s Contract issued by the Grand Valley State University Board of Trustees is suspended, revoked, or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or terminate on the same date as the Academy’s Contract is suspended, revoked, or termination without further action of the parties.”

“Compliance with Academy’s Contract. The ESP agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy’s obligations under the Academy’s Contract issued by Grand Valley State University Board of Trustees. The provisions of the Academy’s Contract shall supersede any competing or conflicting provisions contained in this Agreement.”

“Amendment Caused By Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and of the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and the ESP shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.”

“Compliance with Section 503c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy’s website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.”

“Compliance with Section 11.23 of Contract Terms and Conditions. The ESP shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 6 of the Contract, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under Section 11.23(a) of the Contract Terms and Conditions.”

Section 11.17. Additional Required Provisions for Educational Service Provider Agreements. ESP agreements must include provisions that define the following, according to the standards set forth in Contract Schedule 6:

1. Roles and responsibilities of the parties
2. Services and resources provided by the ESP

3. Fee or expense payment structure
4. Financial control, oversight, and disclosure
5. Renewal and termination of the agreement

Section 11.18. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, being MCL 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities statute, Act No. 317 of the Public Acts of 1968, being MCL 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed a prohibited conflict of interest for purposes of this Contract:

(a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or consultant of an educational service provider or an employee leasing company that has an ESP agreement with the Academy;

(b) An individual simultaneously serving as an Academy Board member and an Academy employee;

(c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;

(d) An individual simultaneously serving as an Academy Board member and as a member of the governing board of another public school; and

(e) An individual simultaneously serving as an Academy Board member and a University employee, official, or consultant, to the University.

Section 11.19. Certain Familial Relationships Prohibited. The Academy Board shall prohibit specifically identified family relationships pursuant to applicable law and the Terms and Conditions of this contract. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:

(a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:

- (i) Is employed by the Academy;
- (ii) Works at or is assigned to the Academy
- (iii) Has an ownership, officer, policy making, managerial, administrative, non-clerical or other significant role with the Academy's ESP or employee leasing company.

Section 11.20. Academy Board Legal Counsel. If the Academy Board obtains Legal Counsel, Legal Counsel must be independent of and not representing the ESP, or ESP owner, director, officer, or employee.

Section 11.21. Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 11.22. Oath of Public Office. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take, sign, and file the constitutional oath of office with the Charter Schools Office.

Section 11.23. Information Available to the Public and University.

(a) Information to be provided by the Academy. In accordance with Applicable Law, the Academy shall make information concerning its operation and management, including without limitation information in Schedule 6, available to the public and University in the same manner and to the same extent as is required for public schools and school districts.

(b) Information to be provided by Educational Service Providers. The agreement between the Academy and the ESP shall contain a provision requiring the ESP to make information concerning the operation and management of the Academy, including the information in Schedule 6, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under subparagraph (a).

Section 11.24. Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all individuals employed by or contracted for the Academy as teachers or school administrators a rigorous, transparent, and fair performance evaluation system that complies with Applicable Law. If the Academy enters into an agreement with an Educational Service Provider, the Academy Board shall ensure that the Educational Service Provider complies with this section.

Section 11.25. University Board Invitation to Apply to Convert Academy to School of Excellence. If the University Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6e of the Code, MCL 380.551 et seq. (“Part 6e”), and the University Board determines that the Academy meets the University Board’s and the Code’s eligibility criteria for applying to convert the Academy to a School of Excellence, then the University Board may invite the Academy to submit an application to apply for a contract to convert the Academy to a School of Excellence. In accordance with the Code, the University Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

Section 11.26. Student Privacy. In order to protect the privacy of students enrolled at the Academy, the Academy board, subject to Section 11.29, shall not:

- a) Sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of a pupil's education records. This does not prohibit the Academy Board from:
  - i. for students enrolled in the Academy, providing such information to an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the University;
  - ii. providing the information to a person or entity as necessary for standardized testing that measures a student's academic progress and achievement; or
  - iii. providing the information as necessary to a person that is providing educational support services to the student under a contract with either the Academy or an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the University.
- b) The terms "education records" and "personally identifiable information" shall have the same meaning as defined in 34 CFR 99.3.

Section 11.27. Disclosure of Information to Parents and Legal Guardians, Subject to Section 11.29.

- a) Within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose without charge to the student's parent or legal guardian any personally identifiable information concerning the student that is collected or created by the Academy as part of the student's education records.
- b) Except as otherwise provided in this subsection (b) and within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose to a student's parent or legal guardian without charge any personally identifiable information provided to any person, agency, or organization. The Academy's disclosure shall include the specific information that was disclosed, the name and contact information of each person, agency, or organization to which the information has been disclosed; and the legitimate reason that the person, agency, or organization had in obtaining the information. The parental disclosure requirement does not apply to information that is provided:
  - i. to the Department or CEPI;
  - ii. to the student's parent or legal guardian;
  - iii. by the Academy to the University or to the educational management organization that has an educational service provider agreement that has not been disapproved by the University;



- iv. by the Academy to the Academy’s intermediate school district or another intermediate school district providing services to the Academy or the Academy’s students pursuant to a written agreement;
  - v. to the Academy by the Academy’s intermediate school district or another intermediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;
  - vi. to the Academy by the University;
  - vii. to a person, agency, or organization with written consent from the student’s, parent or legal guardian, or from the student if the student is at least 18 years of age;
  - viii. to a person, agency, or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction;
  - ix. as necessary for standardized testing that measures a student’s academic progress and achievement; or
  - x. in the absence of, or in compliance with, a properly executed opt-out form, as adopted by the Academy in compliance with section 1136(6) of the Code, pertaining to uses for which the Academy commonly would disclose a pupil’s “directory information.”
- c) If the Academy considers it necessary to make redacted copies of all or part of a student’s education records in order to protect personally identifiable information of another student, the Academy shall not charge the parent or legal guardian for the cost of those redacted copies.
- d) The terms “education records,” “personally identifiable information,” and “directory information” shall have the same meaning as defined in MCL 380.1136(8)(g) and 34 CFR 99.3.

Section 11.28. List of Uses for Student Directory Information; Opt-Out Form; Notice to Student’s Parent or Legal Guardian.

- a) Subject to Section 11.29, the Academy shall do all of the following:
- i. Develop a list of uses (the “Uses”) for which the Academy commonly would disclose a student’s directory information.
  - ii. Develop an opt-out form that lists all of the Uses and allows a student’s parent or guardian to elect not to have the student’s directory information disclosed for 1 or more of the Uses.
  - iii. Present the opt-out form to each student’s parent or guardian within the first thirty (30) days of the school year and at other times upon request.
  - iv. If an opt-out form is signed and submitted to the Academy by a student’s parent or guardian, then the Academy shall not include the student’s

directory information in any of the Uses that have been opted out of in the opt-out form.

- b) The terms “directory information” shall have the same meaning as defined in 34 CFR 99.3.

Section 11.29. Confidential Address Restrictions.

- a) The Academy shall not disclose the confidential address of a student if the student or the student’s parent or legal guardian has obtained a participation card issued by the department of the attorney general under the address confidentiality program act and the parent or legal guardian provides notice of the issuance of the participation card in a form and manner prescribed by the Michigan Department of Education.
- b) The term “confidential address” shall have the same meaning as defined in MCL 380.1136.

Section 11.30. Partnership Agreement. If the Department and State Reform Office imposes a partnership agreement on the Academy, the Academy shall work collaboratively with the Department, the State Reform Office, and other partners to implement the partnership agreement. In the event that a provision in the partnership agreement is inconsistent with a provision in this Contract, this Contract shall control.

Section 11.31. Statewide Safety Information Policy. The Academy shall adopt and adhere to the statewide school safety information policy required under Section 1308 of the Code, MCL 380.1308. The statewide school safety information policy may also address Academy procedures for reporting incidents involving possession of a dangerous weapon as required under Section 1313 of the Code, MCL 380.1313.

Section 11.32. Criminal Incident Reporting Obligation. Within twenty-four (24) hours after an incident occurs, the Academy shall provide a report to the Michigan State Police, in a form and manner prescribed by State Police, after either of the following: (i) an incident involving a crime that must be reported under Section 1310a(2) of the Code, MCL 380.1310a(2); or (ii) an incident, if known to the Academy, involving the attempted commission of a crime that must be reported under Section 1310a(2) of the Code, MCL 380.1310a(2). Failure to comply may result in the Academy being ineligible to receive any school safety grants from the Michigan State Police for the fiscal year in which the noncompliance is discovered by State Police.

Section 11.33. Academy Emergency Operations Plan.

a) Beginning in the 2019-2020 school year, and at least biennially thereafter, the Academy shall, in conjunction with at least 1 law enforcement agency having jurisdiction over the Academy, conduct either (i) a review of the Academy’s emergency operations plan, including a review of the vulnerability assessment; or (ii) a review of the Academy’s statewide school safety information policy, as applicable.

b) Not later than January 1, 2020, the Academy shall either (i) develop an emergency operations plan for each school building, including recreational structure or athletic field, operated by the Academy with input from the public; or (ii) adopt a statewide school safety information policy under Section 1308 of the Code, MCL 380.1308. The emergency operations plan or statewide school safety information policy shall comply with Section 1308b(3) of the Code, MCL 380.1308b(3). Within thirty (30) days, the Academy shall provide to the Department, in a form and manner determined by the Department, notice of the adoption of an emergency plan or the completion of an emergency operations plan review, as applicable.

Section 11.34. School Safety Liaison. The Academy Board shall designate a liaison to work with the School Safety Commission created under Section 5 of the Comprehensive School Safety Plan Act created under Public Act 548 of 2018, MCL 28.805 and the Office of School Safety created under MCL 28.681. The Liaison shall be an individual employed or assigned to regularly and continuously work under contract in the school operated by the Academy. The Liaison shall work with the School Safety Commission and the Office of School Safety to identify mode practices for determining school safety measures.

Section 11.35. New Building Construction or Renovations. The Academy shall not commence construction on a new school building or the major renovation of an existing school building unless the Academy consults on the plans of the construction or major renovation regarding school safety issues with the law enforcement agency that is or will be the first responder for that school building. School building includes either a building intended to be used to provide pupil instruction or a recreational or athletic structure or field used by pupils.

Section 11.36. Annual Expulsion Report and Website Report on Criminal Incidents. On an annual basis, the Academy Board shall do the following:

(i) prepare and submit to the Superintendent, in a form and manner prescribed by the Superintendent, a report stating the number of pupils expelled from the Academy during the immediately preceding school year, with a brief description of the incident causing each expulsion;

(ii) post on its website, in a form and manner prescribed by the Superintendent, a report on the incidents of crime occurring at schools operated by the Academy. Each school building shall collect and keep current on a weekly basis the information required for the website report, and must provide that information, within seven (7) days upon request; and

(iii) make a copy of the report on the incidents of crime, disaggregated by school building, available to the parent or legal guardian of each pupil enrolled in the Academy.

Section 11.37. K to 3 Reading. If the Academy offers Kindergarten through Third grade, the Academy shall comply with Section 1280f of the Code, MCL 380.1280f. The Academy shall ensure that all required actions, notices, and filings required under Section 1280f, MCL 380.1280f, are timely completed.

## ARTICLE XII

### GENERAL TERMS

Section 12.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given; (i) upon actual delivery, if delivery by hand; or (ii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other person or address as the respective party may designate by notice delivered pursuant hereto:

If to Grand Valley State University Board of Trustees:

Charter Schools Office Director  
Grand Valley State University  
201 Front Avenue, SW., Suite 310  
Grand Rapids, Michigan 49504

If to Academy: The Greenspire School  
Attn: Board President  
1026 Red Drive  
Traverse City, MI 49684

Section 12.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of Applicable Law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.3. Successors and Assigns. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 12.4. Entire Contract. This Contract sets forth the entire agreement between the University Board and the Academy with respect to the subject matter of this Contract. All prior application materials, contracts, representations, statements, negotiations, understandings, and undertakings, are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either party.

Section 12.6. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or

implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.7. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify and hold the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's receipt, consideration or approval of the Application, the University Board's approval of the Method of Selection Resolution or the Authorizing Resolution, legal challenges to the validity of Part 6a of the Code or actions taken by the University Board as an authorizing body under Part 6a of the Code, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

Section 12.8. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.9. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.10. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board and no other person or entity, including without limitation, the ESP. Except as otherwise provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.11. Non-agency. It is understood that the Academy is not the agent of the University.

Section 12.12. Governing Law. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.13. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.14. Term of Contract. This Contract shall commence on July 1, 2019, and shall remain in full force and effect for seven (7) years until June 30, 2026, unless sooner revoked or terminated according to the terms hereof.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.4, Section 11.8, Section 12.7, and Section 12.10, and any other provision of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.16. Termination of Responsibilities. Upon termination or revocation of this Contract, the University Board and its designees shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract.

Section 12.17. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy’s articles of incorporation, Part 6A of the Code, and Applicable Law.


Section 12.18. University Board or CSO General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing University Board or CSO policies regarding public school academies which shall apply immediately, University Board or CSO general policies clarifying procedure and requirements applicable to public school academies under this Contract, as from time to time adopted or amended, will automatically apply to the Academy, provided they are not inconsistent with provisions of this Contract. Before issuing general policies under this Section, the University Board or the CSO shall provide a draft of the proposed policies to the Academy Board. The Academy Board shall have at least thirty (30) days to provide comment to the CSO on the proposed policies before such policies shall become effective.

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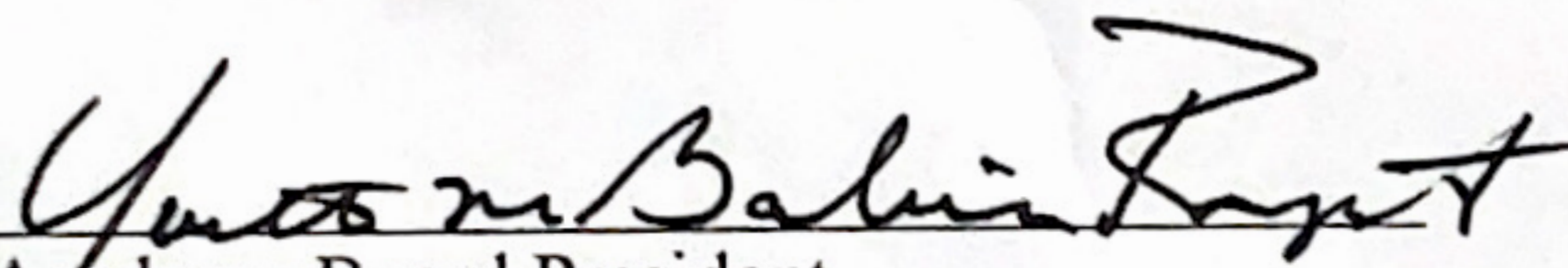
As the designated representative of the Grand Valley State University Board of Trustees, I hereby issue this Contract to the Academy on the date set forth above.

GRAND VALLEY STATE UNIVERSITY  
BOARD OF TRUSTEES

By:   
University President or his/her designee

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by the terms and conditions of this Contract.

THE GREENSPIRE SCHOOL

By:   
Academy Board President





CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF GRAND VALLEY STATE UNIVERSITY ON APRIL 30, 2021:

Site Addition – The Greenspire School

WHEREAS, the Board of Trustees issued a contract to The Greenspire School (“Academy”) and has authorized the Academy to operate grades Kindergarten through Twelfth (K-12<sup>th</sup>) at 1026 Red Drive, Traverse City, MI 49684; and

WHEREAS, the Academy desires an additional location to allow for the operation of grades Ninth through Twelfth (9-12<sup>th</sup>); and

WHEREAS, the Academy requests the Board of Trustees to approve a site addition for The Greenspire School beginning in the 2021-2022 academic year to accommodate its Ninth through Twelfth (9-12<sup>th</sup>) grades; and

NOW, THEREFORE, BE IT RESOLVED, that, in accordance with Section 6.11 of the Terms and Conditions incorporated into the Academy’s contract, dated July 1, 2019, the Board of Trustees hereby approves an amendment of the Academy’s contract to include the following site addition for the Academy:

2020 Dendrinis Drive  
Traverse City, MI 49684

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 6<sup>th</sup> day of May 2021.

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Matthew E. McLogan, Secretary  
Board of Trustees  
Grand Valley State University



## CLIENT SERVICES AGREEMENT

This AGREEMENT is signed this 22 day of May 2020 and is effective July 1, 2020 by and between The Greenspire School (hereinafter GREENSPIRE SCHOOL) whose address is 1026 Red Drive, Traverse City, MI 49684, and Charter HR Educational Services, LLC, a Michigan limited liability company located at 528 4<sup>th</sup> Street NW, Grand Rapids, MI 49504 (hereinafter “Charter HR Educational Services, LLC”)

### RECITALS

- A) GREENSPIRE SCHOOL is a Michigan public school academy under the direction of the GREENSPIRE SCHOOL Board of Directors (“Board”).
- B) Charter HR Educational Services, LLC is a Michigan Corporation with its offices at 528 4<sup>th</sup> Street NW, Grand Rapids, MI 49504.
- C) Charter HR Educational Services, LLC offers to Michigan Public School Academies employee administration and management services including, but not limited to, staff employment, payroll, benefit administration, business management and other similar services.
- D) GREENSPIRE SCHOOL desires to engage Charter HR Educational Services, LLC to perform certain services upon the terms and conditions set forth in this Agreement and pursuant to its authority, GREENSPIRE SCHOOL hereby contracts with (CHARTER HR EDUCATIONAL SERVICES, LLC), to the extent permitted by law, specified functions relating to the HR administration and management services.
- E) GREENSPIRE SCHOOL designates the employees of Charter HR Educational Services, LLC assigned to GREENSPIRE SCHOOL as agents of the GREENSPIRE SCHOOL having a legitimate educational interest such that they are entitled access to educational records under 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act (“FERPA”).

THEREFORE, the parties agree as follows:

1. Services Provided by (CHARTER HR EDUCATIONAL SERVICES, LLC). Charter HR Educational Services, LLC shall provide contract personnel services as outlined in this Agreement.
  - a) Selection of Employees. Charter HR Educational Services, LLC shall employ and assign to GREENSPIRE SCHOOL all such qualified and certified classroom teachers, instructors, and support staff as may be necessary to accomplish the

educational mission of GREENSPIRE SCHOOL consistent with the GREENSPIRE SCHOOL Academy Board's approved budget. Charter HR Educational Services, LLC shall comply with all Federal and State statutes and administrative requirements including, but not limited to, the Immigration Reform and Control Act.

b) Selection of Employees. All work force positions of the GREENSPIRE SCHOOL shall be covered under this Agreement ("Covered Employees") unless GREENSPIRE SCHOOL decides to employ the Head of School.

c) Employee Agreements and Compensation. Compensation for all Covered Employees including, but not limited to, health care and retirement benefits shall be established by GREENSPIRE SCHOOL, through its budget, and implemented by Charter HR Educational Services, LLC. The terms and conditions of such employment shall be set forth in an employment agreement between Charter HR Educational Services, LLC, and each employee (or other written document as determined by Charter HR Educational Services, LLC) with approval from GREENSPIRE SCHOOL. Information regarding all costs, including the employment costs, annual salary and benefit costs by individual assigned to the GREENSPIRE SCHOOL by Charter HR Educational Services, LLC, will be provided to the GREENSPIRE SCHOOL Board by Charter HR Educational Services, LLC upon request.

d) Health Care Insurance. Charter HR Educational Services, LLC shall provide all qualified employees assigned to the GREENSPIRE SCHOOL who are not covered by a spouse's plan, comprehensive medical care insurance. In addition, Charter HR Educational Services, LLC shall be responsible for COBRA compliance and continuation of health benefit plans to terminated employees and qualified dependents, subject to the continuation of this Agreement. If this Agreement terminates, all responsibilities with regard to continuation of health insurance cease consistent with Federal and State statutes.

e) Retirement Plan. Charter HR Educational Services, LLC shall make available to GREENSPIRE SCHOOL a retirement plan pursuant to IRC Section 401(k) for all qualified employees, provided that the current plan sponsored by GREENSPIRE SCHOOL satisfies all applicable non-discrimination testing and other qualification requirements for the three most recent plan years, that GREENSPIRE SCHOOL makes or sees that changes are made to the current plan, and/or appropriate corrective action is taken to bring the plan into lawful compliance prior to merging it into the Charter HR Educational Services, LLC plan.

f) Payroll Taxes. Charter HR Educational Services, LLC shall report and pay all applicable federal, state and local employee and employer payroll taxes from Charter HR Educational Services, LLC's own accounts. Charter HR Educational Services, LLC will act as the W-2 employer for record keeping purposes.

g) Payroll Records. Charter HR Educational Services, LLC shall maintain and verify all required payroll and benefit records.

h) Policies and Procedures. All payroll, benefit and personnel policies and procedures shall be established by Charter HR Educational Services, LLC with approval from GREENSPIRE SCHOOL.

i) Worker's Compensation Insurance. Charter HR Educational Services, LLC shall maintain Worker's Compensation insurance during the term of this Agreement on all employees assigned to work for GREENSPIRE SCHOOL under this Agreement. Upon written request, Charter HR Educational Services, LLC shall provide a Certificate of Insurance verifying coverage of Worker's Compensation insurance.

j) At-Will Employment Relationship. Charter HR Educational Services, LLC retains the right to not hire any candidate for employment or terminate with or without cause any employee with written notice to the GREENSPIRE SCHOOL Head of School, subject to the direction of GREENSPIRE SCHOOL.

k) Implementation and Supervision of Policies and Procedures. During the term of this Agreement, Charter HR Educational Services, LLC shall have the right and authority to implement and supervise personnel policies and procedures relating to the Covered Employees, subject to the direction of GREENSPIRE SCHOOL Charter HR Educational Services, LLC shall make good faith reasonable efforts to act in the best interest of GREENSPIRE SCHOOL with regard to its policy and procedure in exercising control over Covered Employees. GREENSPIRE SCHOOL agrees to cooperate and oversee Charter HR Educational Services, LLC in the implementation and supervision of all such policies and procedures.

l) Hiring, Evaluating, Supervising, Disciplining and Firing. Charter HR Educational Services, LLC shall have responsibility for the hiring, evaluating, supervising, disciplining and firing of Covered Employees subject to the direction of GREENSPIRE SCHOOL. Charter HR Educational Services, LLC shall consult with its Chief Administrator assigned to GREENSPIRE SCHOOL concerning any hiring, evaluating, supervising, disciplining, and firing before formal action is taken. GREENSPIRE SCHOOL Board will have input on the selection and evaluation of the Chief Administrator.

m) On-site Supervision. Charter HR Educational Services, LLC, with direction from GREENSPIRE SCHOOL, shall be responsible for on-site employee supervision at the GREENSPIRE SCHOOL directly and through the Head of School. The Head of School will serve as the liaison to the GREENSPIRE SCHOOL Board on employment matters on behalf of Charter HR Educational Services, LLC. The Head of School will supervise the overall operation of GREENSPIRE SCHOOL and keep the Board informed of employment related matters. The Head of School shall be the consultant for Charter HR Educational Services, LLC and shall assist Charter HR Educational Services, LLC with its administrative and personnel responsibilities on the GREENSPIRE SCHOOL' premises. As to all administrative and personnel matters, the Head of School shall coordinate with and report to designated Charter HR Educational Services, LLC managers and officers at Charter HR Educational Services, LLC's home office. Charter HR Educational Services, LLC, after consulting with the Head of School, shall determine the procedures to be employed by Covered Employees in the day-to-day performance of their job responsibilities. Charter HR Educational Services, LLC shall make good faith reasonable efforts to act in the best interests of GREENSPIRE SCHOOL with regard to GREENSPIRE SCHOOL' policies and procedures in exercising control over the Covered Employees. Charter HR Educational Services, LLC shall make certain that all appropriate guidelines concerning Charter HR Educational Services, LLC's oversight of Covered Employees is followed by said Head of School and that its Head of School shall comply with all Charter HR Educational Services, LLC directives dealing with its responsibilities herein above set forth.

2. Charter HR Educational Services, LLC Requirements.

a) Compliance with Applicable Criteria. Charter HR Educational Services, LLC assumes sole responsibility for assuring that all services set forth in Paragraph 1 provided by Charter HR Educational Services, LLC are provided in compliance with and conform to (i) all applicable federal, state and local government laws, rules and regulations, including, but not limited to all civil rights laws, Bullard-Plawecki Employee Right to Know Act, Whistleblower's Protection Act, Fair Labor Standards Act, and Fair Credit Reporting Act; (ii) all pertinent policies of those accrediting agencies from which the GREENSPIRE SCHOOL have secured or is seeking accreditation, including but not limited to GVSU and the Michigan Department of Education; and (iii) all other applicable written policies of GREENSPIRE SCHOOL and the GREENSPIRE SCHOOL as communicated to Charter HR Educational Services, LLC through the Chief

Administrator, or the GREENSPIRE SCHOOL Board.. Charter HR Educational Services, LLC shall promptly provide to GREENSPIRE SCHOOL, within twenty-four hours of receipt, all notices, reports or correspondence from individuals or governmental agencies that assert claims, deficiencies or charges against GREENSPIRE SCHOOL, the GREENSPIRE SCHOOL, or Charter HR Educational Services, LLC that otherwise threaten the suspension, revocation, or any other action adverse to any approval, authorization, certificate, determination, finances, license or permit required or necessary to own or operate the GREENSPIRE SCHOOL.

b) Employment Laws. Charter HR Educational Services, LLC shall comply with all applicable federal, state and local employment laws. Charter HR Educational Services, LLC shall comply with the Fair Labor Standards Act and control all overtime.

c) Records. Charter HR Educational Services, LLC shall maintain actual time records and verify the accuracy of all wage hour information provided to Charter HR Educational Services, LLC at the end of each pay period. Charter HR Educational Services, LLC shall verify the accuracy of all wage and salary reports which shall be supplied to GREENSPIRE SCHOOL by Charter HR Educational Services, LLC at the end of each pay period. GREENSPIRE SCHOOL shall not pay any wages, salaries or other compensation, including employee benefits, to Covered Employees subject to Section 1b above.

3. GREENSPIRE SCHOOL Requirements. GREENSPIRE SCHOOL shall provide the following:

a) Personnel Requirements. Advise Charter HR Educational Services, LLC, through the Chief Administrator, of the teachers, instructors, and administrators required by GREENSPIRE SCHOOL, consistent with its approved budget, to perform its mission.

b) Insurance. Maintain casualty and premises liability insurance on all the GREENSPIRE SCHOOL' school buildings and premises and to maintain professional liability insurance pertaining to the staff that could result in a claim against GREENSPIRE SCHOOL and name Charter HR Educational Services, LLC as an additional insured. Charter HR Educational Services, LLC shall have input into the professional liability coverage.

c) Financial Reports. Prepare annual budgets and periodic financial reports for the GREENSPIRE SCHOOL as required by, GREENSPIRE SCHOOL, GVSU, the School Code, and/or statute or as desired by the Board.

d) Employee Benefits. GREENSPIRE SCHOOL shall provide to Charter HR Educational Services, LLC a written statement with regard to all policies concerning employee benefits, if any. These policies shall comply with all federal, state and local governmental laws and regulations.

e) Safety Requirements. GREENSPIRE SCHOOL and Charter HR Educational Services, LLC comply with all safety, health and work laws, regulations and rules at its own expense. GREENSPIRE SCHOOL and Charter HR Educational Services, LLC shall also comply with all safe work practices and use of protective equipment required by federal, state or local law. All accidents involving employees shall be reported immediately to Charter HR Educational Services, LLC by the Chief Administrator. GREENSPIRE SCHOOL shall cooperate with Charter HR Educational Services, LLC's Worker's Compensation carrier and liability insurance carrier who shall have the right to inspect the GREENSPIRE SCHOOL properties.

f) Confidential Information. GREENSPIRE SCHOOL shall be solely responsible for instituting and maintaining safeguards and procedures for personnel handling confidential information, money or other valuables. Charter HR Educational Services, LLC may require bonding of such individuals. GREENSPIRE SCHOOL shall give Charter HR Educational Services, LLC written notice of such individuals. It shall be the sole responsibility of GREENSPIRE SCHOOL to protect such valuables.

g) Discipline, Layoff, or Termination of Employees. GREENSPIRE SCHOOL agrees to comply with all Charter HR Educational Services, LLC personnel directives, both general and specific, regarding the discipline, layoff, or termination of Covered Employees. GREENSPIRE SCHOOL further agrees to immediately notify Charter HR Educational Services, LLC of any material change in the current business operations of GREENSPIRE SCHOOL or the GREENSPIRE SCHOOL Charter

h) Personnel Issues. In the event GREENSPIRE SCHOOL becomes dissatisfied with the performance of any individual Charter HR Educational Services, LLC employee assigned to GREENSPIRE SCHOOL or the GREENSPIRE SCHOOL, Charter HR Educational Services, LLC shall be notified, in writing, setting forth the nature of the dissatisfaction, the proposed remedial action, and any specific action requested.

i) Applicant/Employee Background Checks. Charter HR Educational Services, LLC, or its designated subcontractor shall be responsible for performing all pre-

employment, and any employment related background, license and eligibility review and other screening and investigation; however, the Academy shall perform all criminal records check and unprofessional conduct check activities required by federal, state or local law, including the Michigan Revised School Code (the "Code"), of all Covered Employees. The parties acknowledge that, currently, such checks may be undertaken by a designated board member of a GREENSPIRE SCHOOL academy using the methodology recommended by the Michigan State Polices. The results of the screening and investigation will be reported to Charter HR Educational Services, LLC **in a manner that accords with applicable law (e.g. "red light"/ "green light" letter.** All costs or fees incurred by Charter HR Educational Services, LLC in connection with the screening and investigation shall be billed to and paid by GREENSPIRE SCHOOL. The results of the screening and investigation of pre-employment records must be made available for review by the GVSU Charter Schools Office in the manner and form compliant with applicable law. The parties shall develop a written policy and procedure that complies in all aspects with applicable law and the requirements of the Michigan State Police for the performance of the background and unprofessional conduct checks described herein, which shall be incorporated into the Board policy manual.

4. Term of Agreement. This Agreement shall commence on July 1, 2020 and continue for a period of thirty six months, through June 30, 2023. If the GREENSPIRE SCHOOL and/or Charter HR Educational Services, LLC becomes obligated for MPERS or an unexpected fee or tax is instituted, (e.g. State service tax fee) either party may immediately invoke the 90 day termination notice provision at any time during the contract. Termination of this Agreement shall not affect the continuation of the obligations of either party incurred during the term of the Agreement. The parties acknowledge that as part of any contract reauthorization with GVSU, GVSU may require GREENSPIRE SCHOOL and Charter HR Educational Services, LLC to submit an entirely new Agreement for review by GVSU. GREENSPIRE SCHOOL may terminate this contract with a 90 day notice of termination to CHARTER HR EDUCATIONAL SERVICES, LLC. CHARTER HR EDUCATIONAL SERVICES, LLC will provide contract renewal proposal by February 1, 2023. If CHARTER HR EDUCATIONAL SERVICES, LLC fails to provide a renewal proposal by February 1, 2023, the Service fee will remain the same for a renewal term of twelve (12) months. If GREENSPIRE SCHOOL does not give notice of termination to CHARTER HR EDUCATIONAL SERVICES, LLC by April 1, 2023, the contract will automatically renew for one (1) twelve (12) month term until June 30, 2024.

5. Fees. GREENSPIRE SCHOOL shall pay Charter HR Educational Services, LLC the following fees for the services rendered under this Agreement:

a) Service Fee. A Service Fee shall be charged to GREENSPIRE SCHOOL equal to the total gross pay of all Covered Charter HR Educational Services, LLC employees assigned to GREENSPIRE SCHOOL multiplied times .027 or \$18,600.00 minimum annually. (the Service Fee rate). The Service Fee is calculated without regard to individual limitations on wages for purposes of determining the amount of unemployment taxes. The Service Fee shall be billed once per pay period and due upon receipt with said billing including an itemized, detailed breakdown of all costs, fees and expense (i.e. salary and payroll; FUTA; SUTA; Workers Compensation; FICA, a breakdown of fringe benefits, by benefit; etc. The Service Fee shall be adjusted upon the effective date of any increase or decrease in employee wage rates. If GREENSPIRE SCHOOL decides to increase HR support, CHRES will adjust the Service Fee at the time of the request in the form of an addendum to this Client Service Agreement.

b) Payroll Costs. Payroll costs will be charged, in addition to the service fee, equal to Gross Payroll and associated payroll costs including FICA, FUTA, SUTA, Workers Compensation and any additional taxes passed by the State and/or Federal government during the term of this Agreement.

All benefits provided per 1.) d. and e. will be billed to GREENSPIRE SCHOOL on a pay period basis. Charter HR Educational Services, LLC will provide written notice within 5 business days of receiving notice of an increase to any of the costs other than the service fee costs and include said increase as of the effective date of the increase however, this provision shall not apply to a change in payroll costs which may vary because of a change in hours worked by employees. GREENSPIRE SCHOOL, at its election, may respond to the written notice of cost increase by issuing notice to cancel effective 90 days after the date of cost increase.

6. Additional Costs, Fees and Expenses. GREENSPIRE SCHOOL shall pay all additional costs or expenses incurred by Charter HR Educational Services, LLC that are incidental to the performance of this Agreement and that have prior approval of the Board President or his/her designee. These additional costs, fees or expenses may include, but are not limited to, employee replacement costs, applicant/employee background checks, hiring temporary personnel, substitute teachers, fidelity bonding, and GREENSPIRE SCHOOL approved training programs.



7. Payment of Costs, Fees and Expenses. GREENSPIRE SCHOOL shall execute a Wire Transfer to Charter HR Educational Services, LLC at least 48 hours prior to each payroll date, from the designated GREENSPIRE SCHOOL account in an amount equal to the Services Fees, Payroll costs described in Paragraph 5 and Costs, Fees and Expenses described in Paragraph 6 of this Agreement, upon receipt of a detailed billing. If there is any disputed amount to an invoice, the non-disputed amount shall be ratified. If there is a disputed amount, whether ratified by the GREENSPIRE SCHOOL Board or not, the parties shall meet within fourteen (14) days to discuss and attempt to resolve the disputed amount prior to submitting the matter to arbitration as addressed in Paragraph 11. Any errors in payment of costs, fees and expenses will be promptly corrected with the parties acting in good faith and with reasonable efforts.

8. Insurance: The GREENSPIRE SCHOOL's insurance policies will be in compliance with the M.U.S.I.C. requirements and in accordance with the limits required by GVSU. The GREENSPIRE SCHOOL will be the first named insured and GVSU and Charter HR Educational Services, LLC will also be named as an additional insured.

a) Vehicle Insurance. GREENSPIRE SCHOOL shall provide liability insurance for any employee of Charter HR Educational Services, LLC driving any vehicle during the time of day or work year he/she is assigned to GREENSPIRE SCHOOL or the Academies by Charter HR Educational Services, LLC. The policy shall insure against bodily injury and property damage with a minimum combined single limit (CSL) of \$1,000,000. GREENSPIRE SCHOOL shall also provide personal injury protection coverage of \$1,000,000. GREENSPIRE SCHOOL shall name Charter HR Educational Services, LLC as an additional insured on these policies with thirty (30) day notice of cancellation or material change in such policies.

b) General Liability Insurance. GREENSPIRE SCHOOL shall maintain a comprehensive general liability insurance policy in the amount of \$1,000,000 (CSL) insuring GREENSPIRE SCHOOL and the GREENSPIRE SCHOOL against bodily injury and property damage liability caused by GREENSPIRE SCHOOL's premises operations or activities conducted off premises related to operation of GREENSPIRE SCHOOL. The policy shall include blanket contractual liability and personal injury coverage. GREENSPIRE SCHOOL shall name Charter HR Educational Services, LLC as an additional insured on this policy with thirty (30) days written notice of cancellation or material change.

c) Professional Liability Insurance. GREENSPIRE SCHOOL shall provide professional liability insurance, including sexual abuse coverage, in the amount

of \$1,000,000 for all the GREENSPIRE SCHOOL naming Charter HR Educational Services, LLC as an additional insured. GREENSPIRE SCHOOL shall maintain a Worker's Compensation policy with an "if only" provision.

d) Charter HR Educational Services, LLC, M.U.S.I.C. Insurance Coverage. Charter HR Educational Services, LLC shall maintain a comprehensive general liability, errors & omissions, directors & officers, school leaders errors & omissions, auto liability and employment practices liability insurance policy, each of which will be not less than \$1,000,000.00 as well as any such insurance policy in the amount as required by the charter contract with GVSU and the Michigan Universities Self Insurance Corporation. The policy shall include blanket contractual liability, crime, and personal injury coverage. Charter HR Educational Services, LLC shall name GREENSPIRE SCHOOL and GVSU as an additional insured on this policy within thirty (30) days and Charter HR Educational Services, LLC shall provide written notice of cancellation or material change.

9. Termination of Agreement.

a) This Agreement shall terminate and Charter HR Educational Services, LLC shall be relieved of all responsibility under this Agreement as of the ending date of the last payroll period immediately preceding any of the following events:

- i) GREENSPIRE SCHOOL files for bankruptcy or becomes insolvent;
- ii) The facility where employees are engaged in work for GREENSPIRE SCHOOL is closed;
- iii) GREENSPIRE SCHOOL requests a layoff of 25% of the workforce;
- iv) GREENSPIRE SCHOOL and its successors and assigns discontinues operation;
- v) GREENSPIRE SCHOOL meets the definition of a financially distressed business as set forth in the Worker Assistance and Retraining Notification Act.
- vii) Any other reason set forth in this Agreement, including as identified in Paragraph 4 of this Agreement, that constitutes a default under the Agreement or allows CHARTER HR EDUCATIONAL SERVICES, LLC to terminate this Agreement.

viii) Failure of GREENSPIRE SCHOOL to timely make payment(s) required by this Agreement or reduces the amount invoiced by more than \$5,000.00 of the contested invoice.

b) GREENSPIRE SCHOOL may terminate this Agreement prior to the end of the term specified in Paragraph 4 or in the event that Charter HR Educational Services, LLC shall fail to remedy a material breach within 60 days after notice from the Board, provided however that if the nature of the breach is such that the cure cannot be reasonably accomplished within 60 days, then the cure period should be extended so long as CHARTER HR EDUCATIONAL SERVICES, LLC proceeds to cure with reasonable dispatch. Material breach includes, but is not limited to: (1) Charter HR Educational Services, LLC's failure to account for its expenditures or to pay its obligations as specifically noted in this agreement (provided funds are available to do so), (2) failure of Charter HR Educational Services, LLC to follow policies, procedures, rules, regulations or curriculum duly adopted by the GREENSPIRE SCHOOL Board and communicated to Charter HR Educational Services, LLC, provided that such policies, procedures, rules, regulations or curriculum are not inconsistent with the Contract, as amended, this Agreement, or in violation of applicable law, (3) receipt by the Board of unsatisfactory reports from Charter HR Educational Services, LLC or from an educational consultant retained by the Board about matters concerning Charter HR Educational Services, LLC's performance or the performance of the staff which are not reasonably corrected or explained; or (4) Charter HR Educational Services, LLC's failure to abide by all applicable laws in its administration of this Agreement.

c) In the event GREENSPIRE SCHOOL terminates this Agreement pursuant to this Paragraph, GREENSPIRE SCHOOL shall pay all charges due under this Agreement through the last date of services provided by Charter HR Educational Services, LLC.

d) GREENSPIRE SCHOOL has the right to terminate the contract if GVSU threatens to terminate a charter contract with any of the GREENSPIRE SCHOOL if the client service agreement with CHARTER HR EDUCATIONAL SERVICES, LLC is not terminated.

e) If GREENSPIRE SCHOOL charter contract issued by the Grand Valley State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or termination without further action of the parties.

10. Indemnification.

a) Charter HR Educational Services, LLC. Charter HR Educational Services, LLC shall indemnify and hold GVSU and GREENSPIRE SCHOOL, including its officers, directors, and agents, harmless from any and all claims, including employment related claims by Charter HR Educational Services, LLC employees or applicants, administrative determinations, judgments, damages, reimbursements, back pay, penalties, fines, costs or loss, demands, suits, including reasonable attorney's fees or other forms of liability that may arise out of, or by reason of, any noncompliance with any agreements, covenants, warranties, or undertakings of Charter HR Educational Services, LLC contained in or made pursuant to this Agreement and any misrepresentation or breach of representations and warranties of Charter HR Educational Services, LLC contained in or made pursuant to this Agreement or for wrongful or negligent acts that are made only in the sole discretion of Charter HR Educational Services, LLC. This indemnification shall include any failure on the part of Charter HR Educational Services, LLC that results in violations of federal, state and local laws and regulations. Charter HR Educational Services, LLC shall not be responsible to indemnify GREENSPIRE SCHOOL for the acts or omissions of an unlicensed individual that occur when that individual is not under the supervision of a Covered Employee. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to GREENSPIRE SCHOOL and shall be not less than \$1,000,000 per occurrence.

b) GREENSPIRE SCHOOL. GREENSPIRE SCHOOL shall indemnify and hold GVSU and Charter HR Educational Services, LLC, including its officers, directors and agents harmless from any and all claims, including employment related claims by GREENSPIRE SCHOOL employees or employees of any GREENSPIRE SCHOOL Academy under management by GREENSPIRE SCHOOL or applicants for employment as a GREENSPIRE SCHOOL employee and/or any GREENSPIRE SCHOOL employee(s), administrative determinations, judgments, damages, reimbursements, back pay, penalties, fines, costs or loss, demands, suits, including reasonable attorney's fees or other forms of liability that may arise out of, or by reason of, any noncompliance with any agreements, covenants, warranties, or undertakings of GREENSPIRE SCHOOL contained in or made pursuant to this Agreement and any misrepresentation or breach of representations and warranties of GREENSPIRE SCHOOL contained in or made pursuant to this Agreement or for wrongful or negligent

acts. This indemnification shall include any failure on the part of GREENSPIRE SCHOOL for violations of federal, state and local laws and regulations. GREENSPIRE SCHOOL shall not indemnify Charter HR Educational Services, LLC for acts or omissions of an unlicensed individual that may occur when that individual is not under the supervision of GREENSPIRE SCHOOL. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to Charter HR Educational Services, LLC and shall be not less than \$1,000,000 per occurrence.

c. Indemnification of Grand Valley State University. The parties (GREENSPIRE SCHOOL and Charter HR Educational Services, LLC) acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board's approval of the Application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the ESP, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.

11. Arbitration. In the event of a dispute regarding a breach, alleged breach, validity or interpretation of any provision of this Agreement, both GREENSPIRE SCHOOL and Charter HR Educational Services, LLC agree to submit such disputes, except as either party may be seeking injunctive relief, to final and binding arbitration as the sole and exclusive remedy for such disputes. Said disputes shall be submitted to the Michigan

Mediation and Arbitration Services (“MMAS”) and governed by the Michigan Court Rules and Michigan Arbitration Act.

The arbitration hearing will be held in Kent County and will be the exclusive remedy for resolving the disagreement. Either party may file for arbitration but must do so with MMAS within one hundred twenty (120) calendar days of the event precipitating the disagreement, or within the applicable statute of limitations, whichever is sooner.

If arbitration is requested by either GREENSPIRE SCHOOL or Charter HR Educational Services, LLC, the parties shall be entitled to be represented by attorneys and/or counsel of their choice. The parties shall equally split the filing fee, and any administrative fees or costs assessed by MMAS, regardless of who requests the arbitration. The parties will split the arbitrator’s compensation, and each party will pay its own costs and attorney fees in connection with the arbitration, except as those costs and fees may be reallocated by the arbitrator in the award of damages in accordance with this Agreement or the relevant state or federal statute.

If arbitration is requested, the arbitrator shall allow both parties the right to conduct limited and reasonable discovery, which may include depositions, and for a period of time necessary for the parties to reasonably prepare for the arbitration hearing. The arbitrator is authorized to issue subpoenas to summon witnesses.

The arbitrator may award any and all remedies allowable by the cause of action pled in the request for arbitration, including but not limited to equitable relief and money damages. The arbitrator shall issue a written decision, containing his/her findings of fact and conclusions of law. The arbitrator’s award will be final and binding on both parties, and may be enforced in a court of competent jurisdiction.

12. Entire Agreement. This document, being executed in multiple and identical counterparts all of which shall constitute part of the Agreement, contain the entire Agreement between the parties with regard to the subject matter of this Agreement. All previous negotiations, statements and preliminary instruments of the parties and their respective representatives are merged into this Agreement. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by the authorized representative of each party. The conditions of this Agreement extend to and bind the subsidiaries, successors and assigns of each party.

13. Notices. All notices required or permitted by this Agreement shall be in writing and delivered personally or by first class mail, postage prepaid to the address of each party as follows:

GREENSPIRE SCHOOL:

Charter HR Educational Services, LLC:

1026 Red Drive

528 4<sup>th</sup> Street NW

Traverse City, MI 49684

Grand Rapids MI

49504

With a copy to:

If one of the parties to this Agreement changes his/her or its address, they shall within thirty (30) days notify the other party, in writing, of the new address. Notice shall be deemed received on the date it is delivered or mailed.

14. Responsibility or Performance of Agreement. Each party, their successors and assigns shall be jointly and severally responsible for the performance of their obligations under this Agreement.

15. Severability and Validity. The invalidity or unenforceability of any provision or part of this Agreement shall not affect the validity or enforceability of any other provision or part of this Agreement.

16. Contract Interpretation. The Parties acknowledge that this Agreement and the language contained in this Agreement are the result of negotiations between the parties and no part of this Agreement shall be construed against either party by virtue of authorship.

17. No Third-Party Rights. This Agreement is intended solely for the benefit of Charter HR Educational Services, LLC and GREENSPIRE SCHOOL, and it shall not be construed to create any benefits for or rights in any other person or entity, including employees, students, or their representatives.

18. Waiver of Breach. The waiver by one party to this Agreement of a breach of this Agreement by the other party shall not operate as or be construed as a waiver of any subsequent breach or breaches by the other party.

19. Caption Headings. The captions headings for each provision of this Agreement are not part of this Agreement nor shall they be use to construe the provision more broadly or narrowly than the text would indicate.

20. Necessary Documents. The parties shall execute all necessary documents required to carry out the terms and intent of this Agreement.

21. Governing Law. The Agreement shall be construed under the law of the State of Michigan.

22. Counterparts. This Agreement may be executed in identical counterparts, each of which shall be deemed an original.

23. Assignment. The Agreement may not be assigned by either party without the written consent of the other party, prior approval of the GREENSPIRE SCHOOL Board, except that CHARTER HR EDUCATIONAL SERVICES, LLC may assign its rights and duties to an entity within the CHARTER HR EDUCATIONAL SERVICES, LLC organization upon 60 days' written notice to the GREENSPIRE SCHOOL Board and provided the GREENSPIRE SCHOOL Board approves said assignment.

24. GREENSPIRE SCHOOL Board's Constitutional Duty. No provision of this Agreement shall or is intended to interfere with the GREENSPIRE SCHOOL Board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of GREENSPIRE SCHOOL or the GREENSPIRE SCHOOL Board as provided under Michigan law. This Agreement does not prohibit the GREENSPIRE SCHOOL from acting as an independent, self-governing public bodies, or allow public decisions to be made other than in compliance with the Open Meetings Act.

25. Governmental Immunity. No provision of this Agreement is intended to restrict the GREENSPIRE SCHOOL Board or the GREENSPIRE SCHOOL from waiving or requiring them to assert its governmental immunity. Nothing in this paragraph shall prohibit Charter HR Educational Services, LLC from asserting any defense that may be available to it under this Agreement or under Michigan law. GREENSPIRE SCHOOL shall not waive or assert any rights to the sole detriment of Charter HR Educational Services, LLC related to GREENSPIRE SCHOOL's obligations to Charter HR Educational Services, LLC under this agreement unless said actions are the result of an alleged breach of this Agreement by Charter HR Educational Services, LLC.

26. Financial, Educational, and Student Records. Financial, educational, and student records pertaining to GREENSPIRE SCHOOL and the GREENSPIRE SCHOOL Board are GREENSPIRE SCHOOL property, and such records may be subject to the provisions of the Michigan Freedom of Information Act. All GREENSPIRE SCHOOL records shall be physically or electronically available, upon request, at GREENSPIRE SCHOOL's physical facilities and shall be kept in accordance with applicable state and federal requirements. Except as permitted under applicable law, CHARTER HR



EDUCATIONAL SERVICES, LLC shall not restrict the authorizer's, the public's, or the independent auditor's access to GREENSPIRE SCHOOL's records consistent with applicable statutes.

27. Independent Auditor. Charter HR Educational Services, LLC shall not select or designate the independent auditor, accounting firm or legal counsel for GREENSPIRE SCHOOL or the GREENSPIRE SCHOOL Board. All finance and other records of Charter HR Educational Services, LLC relating to GREENSPIRE SCHOOL and the GREENSPIRE SCHOOL Board will be made available to GREENSPIRE SCHOOL's independent auditor at the request of GREENSPIRE SCHOOL or the auditor.

28. Procurement of Equipment, Materials, and Supplies. If Charter HR Educational Services, LLC procures equipment, materials, and supplies at the request of or on behalf of GREENSPIRE SCHOOL, Charter HR Educational Services, LLC shall not include any added fees or charges with the cost of the equipment, materials, and supplies purchased from third parties. Any equipment, materials, or supplies purchased by Charter HR Educational Services, LLC on behalf of or as the agent of GREENSPIRE SCHOOL are the property of GREENSPIRE SCHOOL. When making a purchase on behalf of or as agent of GREENSPIRE SCHOOL, Charter HR Educational Services, LLC shall comply with Section 1274 of the Code as if GREENSPIRE SCHOOL were making a purchase directly from a third party.

29. GREENSPIRE SCHOOL Proprietary Rights. GREENSPIRE SCHOOL owns all proprietary rights to curriculum or educational materials that:

- a) are both directly developed and paid for by GREENSPIRE SCHOOL;
- b) were developed by Charter HR Educational Services, LLC at the direction of the GREENSPIRE SCHOOL Board with GREENSPIRE SCHOOL funds dedicated for the specific purpose of developing such curriculum or educational materials.

All educational materials and teaching techniques used by GREENSPIRE SCHOOL may be subject to disclosure under the Revised School Code and the Freedom of Information Act.

30. Charter HR Educational Services, LLC Proprietary Rights. Charter HR Educational Services, LLC owns all proprietary rights over curriculum, educational or GREENSPIRE SCHOOL management materials:

- a) previously developed or copyrighted by Charter HR Educational Services, LLC or

b) curriculum, educational or GREENSPIRE SCHOOL management materials that are developed by Charter HR Educational Services, LLC funds for GREENSPIRE SCHOOL or

c) materials that are not otherwise dedicated for the specific purpose of developing GREENSPIRE SCHOOL curriculum, educational or GREENSPIRE SCHOOL management materials.

All educational materials and teaching techniques used by GREENSPIRE SCHOOL are subject to disclosure under the Code and the Freedom of Information Act.

31. Employment Liability. Charter HR Educational Services, LLC is the employer of record for employee compensation, collection of payroll taxes and withholdings, worker's compensation and unemployment liability and payment of benefits, all of which are set forth in this Agreement.

32. Marketing and Development. Should Charter HR Educational Services, LLC provide marketing and development services to GREENSPIRE SCHOOL, the cost paid by or charged to GREENSPIRE SCHOOL shall be limited to those costs specific to the GREENSPIRE SCHOOL program and shall not include any costs for the marketing and development of Charter HR Educational Services, LLC.

33. Compliance with GVSU Contract. GREENSPIRE SCHOOL and Charter HR Educational Services, LLC intend for this Agreement to comply with the Contract issued by GVSU to GREENSPIRE SCHOOL and the Education Service Provider Policies issued by GVSU's Charter Schools Office. To the extent any provision of this Agreement is inconsistent with the Contract or Policies, that provision is invalid and the Contract and Policies shall govern. Any additional costs of compliance because of changes mandated by GVSU will be borne by GREENSPIRE SCHOOL and subject to Charter HR Educational Services, LLC's ability to perform. If the additional costs are deemed excessive by the GREENSPIRE SCHOOL Board, and the matter cannot be resolved, it may opt out of this Agreement by giving 90 days written notice.

34. Compliance with Authorizer (GVSU) ESP Policies. CHARTER HR EDUCATIONAL SERVICES, LLC will be responsible for complying with this Section only to the extent that these policies apply to human resource services support. Also, CHARTER HR EDUCATIONAL SERVICES, LLC will only be responsible for supplying information that they have in their possession in regards to the Services included in the Agreement.

a. Compliance with Academy's Contract. Charter HR Educational Services, LLC agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by Grand Valley State University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.

b.. Compliance with Section 503c. On an annual basis, the Charter HR Educational Services, LLC agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.

c. Amendment Caused By Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the State School Reform/Redesign Officer under Section 507 of the Code, MCL 380.507 ; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507 , and of the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and Charter HR Educational Services, LLC shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.

d. Compliance with Section 11.23 of Contract Terms and Conditions. Charter HR Educational Services, LLC shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 6 of the Contract, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under

This Agreement is executed as of the date first written above.

The Greenspire School

DocuSigned by:  
By: Yvette Babin-Ringsmuth  
Its Board President – Yvette Ringsmuth

Charter HR Educational Services, LLC

DocuSigned by:  
By: Kellie Haines  
Its President – Kellie Haines

(The Greenspire School)

5/18/20

# GHS Curriculum Guide

2021-2022

Greenspire Charter High School  
Traverse City, Michigan

Founded 2021



## OUR MISSION

Greenspire Educators and leaders are committed to providing a fully-integrated Project-Based (STEM Design) learning, PBL, high school experience that is authentic and fluid for area students.

## OUR VISION

With strong ties to the TGS Middle School vision and mission, GHS launches new pathways, challenges and apprenticeship-style opportunities as students rise to meet Michigan Accreditation high school standards. GHS extends the current PBL learning methodologies familiar to Greenspire families and supported by The Buck Institute for Education.

GHS instructors integrate the following methods for helping to shape the GHS learning experience for all students, families, and the local community.

- Applied Curricular Mapping Techniques
- Vanderbilt UbD, Backward Design Instructional Planning
- Weekly shared planning time
- NWEA Differentiation Techniques with Mapping Growth
- STEM and Outdoor Experiential Play within the CORE Curriculum Design
- Pathway Design that leads to Capstone and Apprenticeship-based Learning
- Exploratory Seminar with Socratic Critical Thinking Exercises
- Full Middle College (Freshwater Studies) Thematic Program available with NMC partnership
- Dual-Enrollment opportunities with NMC
- Makerspace soft-start of the day experience for students
- Extended lunch period for seamless transitions to block-style learning periods

## OUR VALUES

### Fluid Learning

*Learning does not start or stop during a class period. Students build and learn to extend their own experiences while being prompted both internally and externally.*

### Intentional Exploration

*Exploring to Learn while learning to explore allows for authentic experiences to take hold and inspire students' natural gifts.*

### **Positive Growth Mindset**

Strong community bonds enable students to uncover skills while becoming inspired by engaging content.

### **Environmentally Conscience**

Exposure to the science of building global stewards within a local commerce allows students to practice, lead, and teach environmental responsibility while continuing the learning themselves.

### **A College-prep Education with a Career-ready Focus**

Students have opportunities to hone certain skills and gain certificates in STEM fields while earning a comprehensive CORE education that they can take and compete with at any Nationally-recognized four-year College or University. Or, students can choose to enter the work world with equally employable skills emphasized through a STEM portfolio of work years, 10-12.

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[Freshwater Studies Middle College Program](#)

[Grading and Extended Portfolio Graduation Requirements](#)

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[9th Grade Curriculum Framework with Assessments](#)

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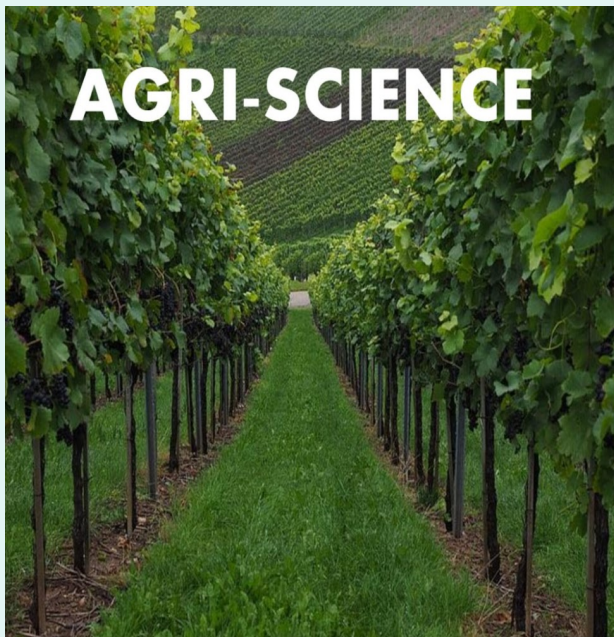
[Resources](#)

[Templates available for web access/printables](#)

# PATHWAYS FOR LEARNING

By the end of the Greenspire first year of studies, students will work with a mentor, under the area of their choice, to decide what concentration of study they'd like to pursue as a focus for their advisory (cohort experience) in the following years at Greenspire. The Greenspire High School will offer students a college preparatory high school curriculum through an inquiry-based cohort pathway experience. Each of GHS's four cohort choices are designed to meet student interests, provide academic rigor, and open up vast areas of study and career options connected with environmental science. The four pathways will allow GHS students to work together on real issues affecting the community. During the last two weeks of the first year, after exploring projects with skills and content in all of the offered STEM-inspired pathways, students will meet and discuss with mentor, family, friends, even community member who wish to help support future studies to choose the path best suited for continued/focused study during an advisory period (that intersects in sophomore, junior, and senior) years. The purpose for the pathways is to provide a space that allows GHS students and their mentors to practice the content/skills they are learning in their CORE classes. So all pathways meet daily during advisory to share/discuss/apply/analyze how all of the subjects intersect. Problem-solving and Socratic Dialogue are the teaching methodologies utilized in the Advisory Period. The four GHS Pathways include:

## AGRI-SCIENCE (FARMING DEVELOPMENT)



SAMPLE COURSE OFFERINGS	
<b>Science</b>	
<ul style="list-style-type: none"> <li>• Biology</li> <li>• Physics</li> <li>• Chemistry</li> </ul>	<ul style="list-style-type: none"> <li>• Horticulture</li> <li>• Hydroponics</li> <li>• Bio Engineering</li> </ul>
<b>Math</b>	
<ul style="list-style-type: none"> <li>• Geometry</li> <li>• Algebra I or II</li> </ul>	<ul style="list-style-type: none"> <li>• Trigonometry</li> <li>• Calculus</li> <li>• NMC Dual Enrollment Math</li> </ul>
<b>English/Language Arts</b>	
<ul style="list-style-type: none"> <li>• World Mythology</li> <li>• Am. &amp; Brit. Lit</li> <li>• World Language</li> </ul>	<ul style="list-style-type: none"> <li>• Rhetorical Methods &amp; Research Prep</li> <li>• NMC English 101 or 102</li> </ul>
<b>Social Studies</b>	
<ul style="list-style-type: none"> <li>• World Geography &amp; Culture</li> <li>• Civics: History of Social Responsibility</li> </ul>	<ul style="list-style-type: none"> <li>• NMC English 101</li> <li>• NMC Macro or Micro Economics</li> <li>• Psychology</li> <li>• Anthropology/Philosophy</li> </ul>
<b>Required Courses</b>	
<ul style="list-style-type: none"> <li>• Principles of Agri-Science Seminar</li> </ul>	<ul style="list-style-type: none"> <li>• Intro to Business/NMC MTH 105</li> </ul>
<b>Elective Courses</b>	
<ul style="list-style-type: none"> <li>• Agronomy</li> <li>• Computer Applications</li> <li>• Digital Agri-Science documentation or</li> </ul>	<ul style="list-style-type: none"> <li>• Botany/Wildcrafting</li> <li>• Advanced Accounting or</li> <li>• Advanced Business Principles</li> <li>• Entrepreneurship Viticulture</li> </ul>

The focus of the Agri-Science Pathway is on supporting student initiative and choice within the farming science fields and business. From analyzing case-studies of Economic Infrastructure to exploring Naturopathic

Medicine, student choice is paramount. This 4-year study is committed to following the natural Harvest Season within Northern Michigan.



## ARCHITECTURAL STUDIES W/ APPLIED ENVIRONMENTAL AND DIGITAL ENGINEERING



SAMPLE COURSE OFFERINGS	
<b>Science</b>	
<ul style="list-style-type: none"> <li>Biology</li> <li>Physics</li> <li>Chemistry</li> </ul>	<ul style="list-style-type: none"> <li>Advanced Environmental Science</li> <li>Atmospheric Science</li> </ul>
<b>Math</b>	
<ul style="list-style-type: none"> <li>Geometry</li> <li>Algebra I or II</li> <li>Trigonometry</li> </ul>	<ul style="list-style-type: none"> <li>Calculus</li> <li>CAD Mechanical Drawing</li> <li>NMC Intro to Engineering</li> </ul>
<b>English/Language Arts</b>	
<ul style="list-style-type: none"> <li>World Mythology</li> <li>Am. &amp; Brit. Lit</li> <li>Rhetorical Methods &amp; Research Prep</li> </ul>	<ul style="list-style-type: none"> <li>World Language</li> <li>NMC English 102</li> </ul>
<b>Social Studies</b>	
<ul style="list-style-type: none"> <li>World Geography &amp; Culture</li> <li>Civics: History of Social Responsibility</li> </ul>	<ul style="list-style-type: none"> <li>Macro or Micro Economics</li> <li>Psychology</li> <li>Anthropology</li> </ul>
<b>Required Courses</b>	
<ul style="list-style-type: none"> <li>Principles of Architecture Seminar</li> </ul>	<ul style="list-style-type: none"> <li>Green Architecture Design</li> <li>Architectural Design Practicum with local company</li> </ul>
<b>Elective Courses</b>	
<ul style="list-style-type: none"> <li>Environmental Ethics</li> <li>Engineering Principles</li> <li>Auto CAD- Mechanical Drawing</li> </ul>	<ul style="list-style-type: none"> <li>International Engineering Concepts</li> <li>NMC Foundations of Framing</li> <li>Sustainable Building Design</li> </ul>

The major focus in this cohort experience will be on intense research processes, advanced mathematical and science content knowledge acquisition, and complex sequential thinking patterns demonstrated within internship/

externship opportunities in the field. This is a 4-year study with a unique junior year experience working alongside an undergraduate student research winter term project.

## FRESHWATER STUDIES MIDDLE COLLEGE EXPERIENCE GLOBAL POLICY & SUSTAINABILITY



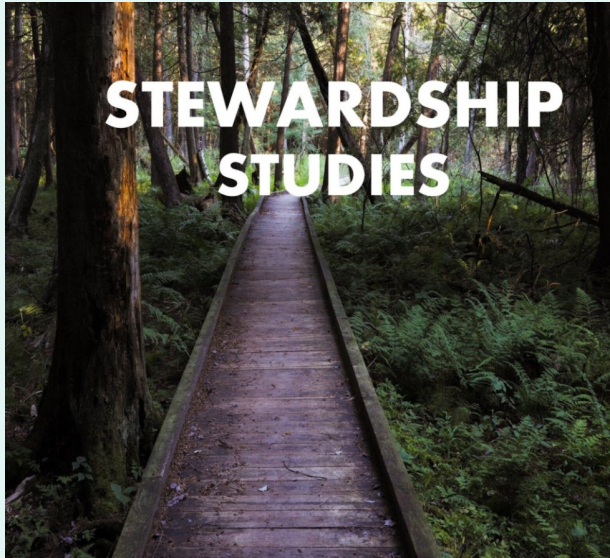
SAMPLE COURSE OFFERINGS	
<b>Science</b>	
<ul style="list-style-type: none"> <li>Biology</li> <li>Physics</li> <li>Chemistry</li> </ul>	<ul style="list-style-type: none"> <li>NMC Geology Course</li> <li>NMC Environmental Studies Course</li> <li>NMC Water Studies Course</li> </ul>
<b>Math</b>	
<ul style="list-style-type: none"> <li>Geometry</li> <li>Algebra I or II</li> </ul>	<ul style="list-style-type: none"> <li>Trigonometry</li> <li>NMC Calculus</li> </ul>
<b>English/Language Arts</b>	
<ul style="list-style-type: none"> <li>World Mythology</li> <li>Am. &amp; Brit. Lit</li> <li>Research Prep.</li> </ul>	<ul style="list-style-type: none"> <li>World Language</li> <li>Rhetorical Methods &amp; Research Prep</li> <li>NMC English</li> </ul>
<b>Social Studies</b>	
<ul style="list-style-type: none"> <li>World Geography &amp; Culture</li> <li>Civics: History of Social Responsibility</li> </ul>	<ul style="list-style-type: none"> <li>NMC Philosophy Course</li> <li>NMC Water Studies Internship</li> </ul>
<b>Required Courses</b>	
<ul style="list-style-type: none"> <li>Freshwater Studies Middle College Seminar</li> <li>International Travel Plan or Externship Plan</li> </ul>	
<b>Elective Courses</b>	
<ul style="list-style-type: none"> <li>NMC Student Mentorship</li> <li>Watershed Council or Nature Conservancy Service</li> <li>NMC Dual Enrollment Courses</li> </ul>	

The focus of this pathway is Freshwater Studies involving intensive college coursework. The study begins with a 3-credit college course taken spring of sophomore year and then up to 60

transferable college credits taken during junior – senior years, plus a summer three-

week intensive program after GHS graduation that is determined by the student and the Freshwater Studies Mentor Guidance. (Due to the intensive nature of this college path, a review of Overall GPA at the end of sophomore year, and test scores will apply for formal admittance to study at NMC while in high school.)

## STEWARDSHIP STUDIES (SYMPOSIUM LEADERS)



SAMPLE COURSE OFFERINGS	
<b>Science</b>	
<ul style="list-style-type: none"> <li>Biology</li> <li>Physics</li> <li>Chemistry</li> </ul>	<ul style="list-style-type: none"> <li>Adv. Environmental Sciences</li> <li>Atmospheric Sciences</li> </ul>
<b>Math</b>	
<ul style="list-style-type: none"> <li>Geometry</li> <li>Algebra I or II</li> </ul>	<ul style="list-style-type: none"> <li>Trigonometry</li> <li>Calculus</li> <li>CAD Mechanical Drawing</li> </ul>
<b>English/Language Arts</b>	
<ul style="list-style-type: none"> <li>World Literature</li> <li>Am. &amp; Brit. Lit</li> <li>Rhetorical Methods &amp; Research Prep</li> </ul>	<ul style="list-style-type: none"> <li>World Language</li> <li>Rhetorical Methods &amp; Research Prep</li> <li>NMC English 101 or 102</li> </ul>
<b>Social Studies</b>	
<ul style="list-style-type: none"> <li>World Geography &amp; Culture</li> <li>Civics: History of Social Responsibility</li> </ul>	<ul style="list-style-type: none"> <li>Macro or Micro Economics</li> <li>Psychology</li> <li>Anthropology</li> </ul>
<b>Required Courses</b>	
<ul style="list-style-type: none"> <li>Intro to Communication in Public Advocacy</li> <li>Organizational Communication</li> </ul>	<ul style="list-style-type: none"> <li>Intro to Debate</li> <li>Practicum in law, art, or journalism</li> </ul>
<b>Elective Courses</b>	
<ul style="list-style-type: none"> <li>News and Reporting</li> <li>Public Speaking</li> </ul>	<ul style="list-style-type: none"> <li>Photography</li> <li>Research Methods</li> <li>Marketing Basics</li> </ul>

This pathway will integrate content from the different cohort paths. It will entail working with faculty to expand how and where GHS efforts can be utilized, protected, expanded, supported,

and integrated within the surrounding community. This is a 4-year study that involves new-age journalism and social advocacy work with two, one-week intensive summer leadership institute programs. An internship is required during the student's junior or senior year with a non-profit social organization or law firm.

## EXPLORATORY SEMINAR

This course is required for all GHS graduates. It is a three-credit critical thinking, applied sciences course. A course that is designed to be taken during the first year at Greenspire High School. For any entering transfer students, there will be an alternate digital module that allows transfer students to explore all four pathway essentials before being placed into an appropriate advisory of their choice. The academic guidance counselor and mentor from the pathway area of interest will help any transfer students (non-first year students) choose an advisory cohort for entering with their corresponding grade-level and interest. Because all paths intersect studies, through intentional Socratic Method of questioning, GHS students may change paths as late as junior or senior fall, with the exception of the Freshwater Middle College Path, due to the structure with NMC program sequencing and timeliness.

The first-year Exploratory Seminar is designed to uncover student potential, explore content areas, engage within service-learning opportunities, probe global conversations; practice applied problem-solving; dabble in event planning; complete college and career choice inventories; experience field trips that include week-long travel opportunities at Inland Seas or Loma Farms/Peace Ranch. This seminar course is a comprehensive year-long course with a “learning to explore while exploring to learn” mindset remains at the center for choosing a pathway to focus future high school studies upon and to be placed in the advisory course cohort, by STEM Pathways, beginning in the fall of the 10th grade.

Students gain an entire year to explore their skill sets, discover genuine interests, and gain access to a more detailed understanding of the STEM fields of study that are available to them in future careers. Please note that in 2021, our founding year of GHS, both the 9th and 10th grade will be combined, since it is the first year of operation, and all students will be entering to explore that first year.

The major curriculum components of the Exploratory Year include:

- Study and Organizational Skills Workshops with service from non-profit organizations like Academic Approach; some ACT/SAT integrated preparation.  
**Curriculum contact:** Jewan Garner, has offered to work with CORE instructors to integrate ACT/SAT Prep in PBL models or lead some workshops with GHS instructors to incorporate in the Exploration Seminar between breaks on larger pathway projects during the first year of study.  
email: [jewan.garner@academicapproach.com](mailto:jewan.garner@academicapproach.com) 773-348-8914  
[\[https://www.academicapproach.com/about-us/mission-vision/\]](https://www.academicapproach.com/about-us/mission-vision/)
- Experiential Play and Community Service Activities through the completion of a series of four intentional projects-- experienced throughout the freshman year; this allows students to choose a focused path.  
[\[https://schoolship.org/dorm-accommodations/\]](https://schoolship.org/dorm-accommodations/) INLAND SEAS  
[\[http://lomafarm.com/\]](http://lomafarm.com/) LOMA FARM  
[\[https://www.oryana.coop/community/education-outreach/\]](https://www.oryana.coop/community/education-outreach/) ORYANA
- XELLO Platform and Workshops, career and personality inventories, college maps and program interest studies.  
**Curriculum contact:** ISD Shelly Vander Medulen at Michigan Works Association, Traverse City, MI 877-616-4336  
[\[https://www.michiganworks.org/\]](https://www.michiganworks.org/)
- HAAS Institute’s *Blueprint for Belonging*  
[\[https://belonging.berkeley.edu/aboutb4b\]](https://belonging.berkeley.edu/aboutb4b)  
**Curriculum contact** (From our research and sample work; Nick has Utilized HAAS Blueprint, in his work, with students and has offered to lead training in this area at Teacher Orientation of the first week.)  
Nick Francis, Director of Experiential Learning at Seven Hills School, Cincinnati, OH, [nick.francis@7hills.org](mailto:nick.francis@7hills.org) 513-728-2465



# FIRST YEAR EXPLORATORY SEMINAR OVERVIEW



## EXPLORATORY SEMINAR

### A YEAR-LONG JOURNEY INTO UNCOVERING INTERESTS AND PERSONAL CHARACTER

This is a year-long journey for sampling four different areas of concentration that are available for further study during the GHS high school experience. The goal for the first-year seminar is to sample many different ideas, subject content areas, field studies, career paths, skill sets, and community-building techniques.

During the first two weeks of the school year, entering GHS students will engage in activities designed to promote awareness of self-direction and curiosity. The first week will be spent on the GHS campus in a welcome week and during the second week, students will travel off campus for an experiential week-long learning experience that offers bonding opportunities for the

**STANDARDIZED TEST PREPARATION USING AN INTEGRATED PBL MODEL: ACADEMIC APPROACH**

entering class outside of their comfort zones. After the first two weeks of the school year, GHS ninth graders will come back to campus to begin their first 4-6 week project. Throughout the year, students, in our required Exploratory First year Seminar Course, will meet at least 50 minutes three days a week, or 1hr/15min twice a week. Together they will embrace a series of four projects; two projects each semester, one exploratory project for each area of studies offered at GHS.

Fall: Architectural Studies  
 Fall/Winter: Agri-Science Studies  
 Winter: Stewardship Studies  
 Spring: Middle College (Freshwater Studies or Global Policy & Sustainability) Studies



The remaining weeks of the Academic year, during the First Year Exploratory Seminar Course time, will be reserved for ACT/SAT PREP using a Project-Based, PBL approach. Of a traditional, 36-Week-Academic-Instruction Year, approximately 26 weeks will be utilized for exploratory projects under the mentorship of the four cohort guides at GHS. The remaining 7-10 weeks will be dedicated to practice testing; forming conceptual study plans that integrate subject matter and NWEA testing results-- placing students in study groups that align with the areas needing attention rather than an area where the student excels already. Academic Approach, a nonprofit organization, will train GHS faculty and help design workshops that specifically address STEM, PBL learning modalities, and integrative ACT/SAT preparation with Core classes.

The importance of beginning this prep in 9th grade is paramount to success by junior year. Training the mind to shift into the different modes and creating a comfort level in answering the kinds of questions on such a test is a part of the preparation. This work will be accomplished between exploratory seminar projects in two-week intervals--sprinkled in concentrated efforts--to reflect the current studies of the 9th grade student.

# CURRICULUM SEQUENCE

## 4-Year Sample for each GHS Pathway

*\*Physics and Chemistry have been swapped out for alternating years based upon the recommendation of the GHS Science Curriculum Writers.. You may develop or change this sequence in the first years in response to Curriculum Coordination and Head of School discretion. Either sequence can be found in a high school path.*

### Applied Farming Development and Herbal Medicine Path

**Agri-Science Studies**  
 Applied Farming Development and Herbal Medicine Pathway Plan  
**Greenspire High School** Courses' Advisory Guidelines  
 Michigan High School Graduation Requirements 18 credits minimum/Greenspire 24-26 credits

Grade	English Language Arts ELA	Math	Science	Social Studies	Required Courses	Elective Suggestions
<b>9th</b>	World Literature Spanish or Mandarin I	Geometry	Biology	World Geography & Culture	Principles of Agri-Science Cohort Seminar	Agronomy
<b>10th</b>	1st Semester American Literature 2nd Semester British Literature Spanish or Mandarin II	Approved Math or Algebra I or Algebra II if student earned Algebra I credits in 8th Grade	Physics	Civics: History of Social Responsibility (American perspective comparative studies paired with Global history)	Agri-Science II Cohort Seminar 1st Semester Agri-Science III Cohort Seminar 2nd Semester	Computer Applications Digital Agri-Science documentation or Botany/Wildcrafting courses with The Herbal Academy VESTA <a href="http://www.vesta-usa.org/">www.vesta-usa.org/</a>
<b>11th</b>	Fall Rhetorical Methods & Research Prep GHS Class Spring NMC/Dual Enrollment ENG 101	FST (TRIG)	Organic Chemistry w/lab or Advanced Botany w/lab	1st semester Economics ** One AP course required Macro or Mirco Econ 2nd semester American Cultural History Survey Course	Agri- Science IV Cohort paired with an Intro to Business/NMC MTH 105 or equivalent **a business development or accounting course	Advanced Accounting or Advanced Business Principles
<b>12th</b>	Fall Arguing in varying modalities/Methods course/ same as above with the adv. class such as ENG 102 or the Adv version for presentations in engineering w/ Michigan Virtual	Calculus or NMC/Dual-Enrolled/MTH 131 / NMC Intro to Engineering or a Medical Terminology course for Herbal Medicine focus students	Horticulture or Atmospheric Sciences or Bio Engineering/ livestock or advance Hydroponics	Psychology 1st semester Anthropology /Philosophy 2nd semester	Agri-Science IV Cohort continued development moving from 15 hours to 30 hours per week with inter/extern farm and or integrative medical clinic	Entrepreneurship Viticulture/VESTA A Semester at The Chestnut School or a semester with a Bio Tech firm

**Dual Credit or AP (Honors)**

English / Philosophy / Mythology  
 US History, Government, or Economics  
 Statistics  
 Pre-Calculus

**Required Electives**

Physical Education & Health 1 credit (9th grade year)  
 Online Learning Experience 1 credit  
 World Language 2 Credits (9th and 10th grade years)  
 Visual, Performing, and Applied Arts 1 credit

**MSU Institute of Technology Opportunity**

Agri-Science students, in junior year, if interested and applicable, may enter a program with MSU/NMC and gain an Applied Science degree in Fruit and Veggie Crop Management, Landscape, or Viticulture. \*\* This program can count for Cohort IV requirement.

## Applied Environmental and Digital Engineering Path

### Architectural Studies

Applied Environmental & Digital Engineering Pathway Plan

**Greenspire High School** Courses' Advisory Guidelines

Michigan High School Graduation Requirements 18 credits minimum/Greenspire 24-26 credits

Grade	English Language Arts ELA	Math	Science	Social Studies	Required Courses	Elective Suggestions
9th	World Literature Spanish or Mandarin I	Geometry	Biology	World Geography & Culture	Principles of Architecture Cohort Seminar	Environmental Ethics Music course as it relates to Mathematics
10th	1st Semester American Literature 2nd Semester British Literature Spanish or Mandarin II	Approved Math or Algebra I or Algebra II if student earned Algebra I credits in 8th Grade	Physics	Civics: History of Social Responsibility (American perspective comparative studies paired with Global history)	Green Architecture Design I Cohort Seminar	Engineering Principles combined with advanced music and mathematical sequences A Sustainability Practices course
11th	Fall Rhetorical Methods & Research Prep GHS Class Spring NMC/Dual Enrollment ENG 101	FST (Trig)	Chemistry w/lab	1st semester Economics ** One AP course required Macro or Micro Econ 2nd semester American Cultural History Survey Course	Advanced Green Architectural Design I Cohort Seminar	Auto CAD- Mechanical Drawing International Engineering Concepts CAR 105 /NMC Dual Credit ,Foundational Frames
12th	Fall Arguing in varying modalities/Methods course/ same as above with the adv. class such as ENG 102 or the Adv version for presentations in engineering w/ Michigan Virtual	Calculus or CAD Mechanical Drawing NMC/Dual-Enrolled/MTH 131 or NMC Intro to Engineering	Adv. Environmental Sciences or Atmospheric Sciences	Psychology 1st semester Anthropology 2nd semester	Practicum in Architectural Design with local company or research team paired with Oberlin Experiential Division of Architecture Cohort Seminar	Portfolio and/or web presence development course EGY 105/NMC Dual Credit , Sustainable Building Design LEED Certification Homes

#### Dual Credit or AP (Honors)

*English / Philosophy / Public Speaking*

*US History, Government, or Economics*

*Statistics*

*Pre-Calculus*

#### Required Electives

*Physical Education & Health 1 credit (9th grade year)*

*Online Learning Experience 1 credit*

*World Language 2 Credits (9th and 10th grade years)*



*Northwestern Michigan College Freshwater Studies Program Path  
Science and Technology (S&T) or Global Sustainability (GLS)*

**NMC Middle College (Freshwater Studies)**

Science (S&T) and Technology or Global Sustainability (GLS) Pathway Plan

**Greenspire High School** Courses' Advisory Guidelines

Michigan High School Graduation Requirements 18 credits minimum/Greenspire 24-26 credits

Grade	English Language Arts ELA	Math	Science	Social Studies	Required Courses	Elective Suggestions
9th	World Literature Spanish I	Geometry	Biology	World Geography & Culture	Travel with a Mentor NMC Freshwater Student to the Intro to Freshwater Studies Survey Class for two weeks (keeping a reflective journal of the details)	Service with the Watershed Council or Nature Conservancy 30+ hrs
10th	1st Semester American Literature 2nd Semester British Literature Spanish II	Approved Math or Algebra I or Algebra II if student earned Algebra I credits in 8th Grade	Fall Physics or Chemistry Spring <b>S&amp;T</b> NMC GEO 115 and NMC/ENV 131 or ENV140 <b>GLS</b> ENV 140 or GEO 115	Civics: History of Social Responsibility (American perspective comparative studies paired with Global history)	Intro NMC class a 100 level, WSI 105 or an Study Skills course/Intro level college course	NMC HUM 116 or WSI 105 with approval to exchange for Social Studies
11th	Fall Rhetorical Methods & Research Prep GHS Class Spring NMC/Dual Enrollment ENG 101 MMC SPN 101	Fall/NMC /MTH 111 Spring/NMC/ MTH 121 (FST)	<b>S&amp;T</b> NMC ENV 117 and WSI 201  <b>GLS</b> NMC ENV 131 and GEO 115 or ENV 140, SPN101/SPN 102 BIO 110, ENV 117	NMC PHL 105 NMC PHL 2020/203 WSI 290 Internship Credit Option/divide and grant partial credit for service-learning.	Reflective Portfolio Section with dual Advising (NMC Advisor with Lead GHS Cohort Mentor) International Travel Plan or Externship Plan	NMC elective college extracurricular course such as Scuba Diving or Sailing (Physical Ed and Health Credit) or Photography (Visual Arts Credit)
12th	NMC ENG 102, may take Fall or Spring NMC SPN 102	NMC /MTH 141 (Calculus) <b>Global Policy &amp; Sustainability add:</b> NMC/ MTH 131 (Statistics) and NMC / PHL 105 or 202 (Ethical Dilemmas)	NMC/WSI 201	<b>GLS</b> NMC PLS 211 Internal Relations or NMC WSI 230 NMC PHL 105 or 2020/203 WSI 290	Cohort class Travel year or semester/ Design and co-teach a GHS two-week PBL project integrating your content study into a 9th or 0th grade core class.	Portfolio and/or web presence development course <b>GLS</b> **Highly Recommended NMC SPN 227A

**Dual Credit or AP (Honors)**

English

US History, Government, or Economics

Statistics /Pre-Calculus

\*\*Articulation credit with Degree or Certification should be mapped with GHS Cohort Mentor and NMC Freshwater College Advisor

**Required Electives**

Physical Education & Health 1 credit (9th grade year) College courses such as Scuba Diving or Sailing should be considered.

Online Learning Experience 1 credit

World Language 2 Credits (9th and 10th grade years)

Visual, Performing, and Applied Arts 1 credit

## Applied Symposium Leaders with Media Communications

### Stewardship Studies

Applied Symposium Leaders' Pathway Plan

**Greenspire High School** Courses' Advisory Guidelines

Michigan High School Graduation Requirements 18 credits minimum/Greenspire 24-26 credits

Grade	English Language Arts ELA	Math	Science	Social Studies	Required Courses	Elective Suggestions
9th	World Literature Spanish or Mandarin II	Geometry	Biology	World Geography & Culture	Intro to Communication in Public Advocacy or Organizational Communication	News and Reporting; Public Speaking Photography
10th	1st Semester American Literature 2nd Semester British Literature Spanish or Mandarin II	Approved Math or Algebra I or Algebra II if student earned Algebra I credits in 8th Grade	Physics	Civics: History of Social Responsibility (American perspective comparative studies paired with Global history)	Techniques of Group Discussion Interpersonal Conflict Management The Semantics of STEM and STEAM	Health Communication or Interpersonal Communication A Research Methods Course A Marketing Basics Course
11th	Fall Rhetorical Methods & Research Prep GHS Class Spring NMC/Dual Enrollment ENG 101	FST (Trig)	Chemistry w/lab	1st semester Economics ** One AP course required Macro or Micro Econ 2nd semester American Cultural History Survey Course	1st Semester Intro to Communication Theory 2nd Semester Intro to Debate Begin a practicum experience over the summer in law firm, art institute or journalism organization.	Communication among Cultures Social Media Platform Design Art/Advanced Photography Environmental Communication
12th	Fall Arguing in varying modalities/Methods course/ same as above with the adv. class such as ENG 102 or the Adv version in Rhetoric	Calculus or CAD Mechanical Drawing NMC/Dual-Enrolled/MTH 131 or NMC Intro to Engineering	Adv. Environmental Sciences or Atmospheric Sciences or A self-directed study with Oberlin College Student Partnership in Independent Research	Psychology 1st semester Anthropology 2nd semester	Oversee the first year through junior year cohort in Stewardship Studies; organize and lead the annual on campus GHS Symposium. Complete your Practicum in law firm or with social advocacy agency, Art Institute, or regular White Pine Press guest writer.	Fundamentals of Syntax in Communication: The Science of Language Risk Management in Communication

#### Dual Credit or AP (Honors)

*English , COM 101, BUS 155 , ASL 101, ART 174*

*US History, Psychology, Government, or Economics*

*Statistics or Pre-Calculus*

#### Required Electives

*Physical Education & Health 1 credit (9th grade year)*

*Online Learning Experience 1 credit*

*World Language 2 Credits (9th and 10th grade years)*



# SAMPLE SCHEDULES

## 9th and 10th grades

### 9th Grade Schedule

\*\*Final Ending and/or start times are subject to change to respond to GHS student/family needs.

Greenspire High School 9<sup>th</sup> Grade Mock GHS Student Schedule

Allotted Time	Monday	Tuesday	Wednesday	Thursday	Friday
8:10-8:55  (GHS instructors and administrators on rotational basis are assigned to each space for causal guidance and supervision)	<b>Student Choice:</b>  1) Maker Space Play  2) Study Lounge w/casual conversation and light breakfast cart availability  3) Concentrated Study Nook for student work on major projects or deadlines	<b>Student Choice:</b>  1) Maker Space Play  2) Study Lounge w/casual conversation and light breakfast cart availability  3) Concentrated Study Nook for student work on major projects or deadlines	<b>Student Choice:</b>  1) Maker Space Play  2) Study Lounge w/casual conversation and light breakfast cart availability  3) Concentrated Study Nook for student work on major projects or deadlines	<b>Student Choice:</b>  1) Maker Space Play  2) Study Lounge w/casual conversation and light breakfast cart availability  3) Concentrated Study Nook for student work on major projects or deadlines	<b>Late Start</b>  (This is professional faculty shared planning time: curricular mapping PBL/STEM)
9:00-9:35	Exploratory Studies Seminar	Exploratory Studies Seminar	Exploratory Studies Seminar	Exploratory Studies Seminar	Exploratory Studies Seminar
9:40-12:45	PBL Learning Period Integrated Biology/Geometry or Algebra I	PBL Learning Period Integrated Biology/Geometry or Algebra I	PBL Learning Period Integrated Biology/Geometry or Algebra I	PBL Learning Period Integrated Biology/Geometry or Algebra I	PBL Learning Period Integrated Biology/Geometry or Algebra I
12:50-1:30	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
1:35-2:05	Break Out Collaborative Sessions and community active-learning  Spanish Live	Break Out Collaborative Sessions and community active-learning  Spanish Live	Break Out Collaborative Sessions and community active-learning  Spanish Live	Break Out Collaborative Sessions and community active-learning  Guest/Community Speaker Day	Break Out Collaborative Sessions and community active-learning  Middle School shared experiences time
2:10-3:05	PE/Health Elective	PE/Health Elective	PE/Health Elective	PE/Health Elective	PE/Health Elective
3:10-4:30	PBL Learning Period Integrated  World Mythology (English 9)/World Geography (Social Studies)	PBL Learning Period Integrated  World Mythology (English 9)/World Geography (Social Studies)	PBL Learning Period Integrated  World Mythology (English 9)/World Geography (Social Studies)	PBL Learning Period Integrated  World Mythology (English 9)/World Geography (Social Studies)	PBL Learning Period Integrated  World Mythology (English 9)/World Geography (Social Studies)




# 10th Grade Schedule

Greenspire High School 10<sup>th</sup> Grade Mock GHS Student Schedule

Allotted Time	Monday	Tuesday	Wednesday	Thursday	Friday
(GHS instructors and administrators on rotational basis are assigned to each space for causal guidance and supervision)	<b>Student Choice:</b> 1) Maker Space Play 2) Study Lounge w/casual conversation and light breakfast cart availability 3) Concentrated Study Nook for student work on major projects or deadlines	<b>Student Choice:</b> 1) Maker Space Play 2) Study Lounge w/casual conversation and light breakfast cart availability 3) Concentrated Study Nook for student work on major projects or deadlines	<b>Student Choice:</b> 1) Maker Space Play 2) Study Lounge w/casual conversation and light breakfast cart availability 3) Concentrated Study Nook for student work on major projects or deadlines	<b>Student Choice:</b> 1) Maker Space Play 2) Study Lounge w/casual conversation and light breakfast cart availability 3) Concentrated Study Nook for student work on major projects or deadlines	<b>Late Start</b> (This is professional faculty shared planning time: curricular mapping PBL/STEM)
	Exploratory Studies Seminar	Exploratory Studies Seminar	Exploratory Studies Seminar	Exploratory Studies Seminar	Exploratory Studies Seminar
	PBL Learning Period Integrated Chemistry/ Algebra I or II	PBL Learning Period Integrated Chemistry/ Algebra I or II	PBL Learning Period Integrated Chemistry/ Algebra I or II	PBL Learning Period Integrated Chemistry/ Algebra I or II	PBL Learning Period Integrated Chemistry/ Algebra I or II
	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
	Break Out Collaborative Sessions and community active-learning Spanish II	Break Out Collaborative Sessions and community active-learning Spanish II	Break Out Collaborative Sessions and community active-learning Spanish II	Break Out Collaborative Sessions and community active-learning Guest/Community Speaker Day	Break Out Collaborative Sessions and community active-learning Middle School shared experiences time
	PE/Health Elective or an Elective like Spanish II	PE/Health Elective or an Elective like Spanish II	PE/Health Elective or an Elective like Spanish II	PE/Health Elective or an Elective like Spanish II	PE/Health Elective or an Elective like Spanish II
	PBL Learning Period Integrated 1 <sup>st</sup> Semester American Lit Survey (English 10)/US History 2 <sup>nd</sup> Semester British Lit Survey (English 10)/ (British History)	PBL Learning Period Integrated 1 <sup>st</sup> Semester American Lit Survey (English 10)/US History 2 <sup>nd</sup> Semester British Lit Survey (English 10)/ (British History)	PBL Learning Period Integrated 1 <sup>st</sup> Semester American Lit Survey (English 10)/US History 2 <sup>nd</sup> Semester British Lit Survey (English 10)/ (British History)	PBL Learning Period Integrated 1 <sup>st</sup> Semester American Lit Survey (English 10)/US History 2 <sup>nd</sup> Semester British Lit Survey (English 10)/ (British History)	PBL Learning Period Integrated 1 <sup>st</sup> Semester American Lit Survey (English 10)/US History 2 <sup>nd</sup> Semester British Lit Survey (English 10)/ (British History)

## GHS SAMPLE PBL/STEM Schedule Design

**Greenspire High School Sample Schedule**

Greenspire Sample High School Schedule	MON	TUES	WED	THURS	FRI
<p>8:10-8:55</p> <p>Optional student study and activity time built in for families with earlier starts to their routine day on M-TH. They may drop students off early, or those with their own cars may arrive early to work in a comfortable space. Supervision and social and/or academic guidance would be shared on a rotational basis among faculty and administration.</p>	<p>Student Study Lounge Time</p>  <p>Photo Attribution: Blog Design Squish at designsquish.com. Moss rag rug</p>	<p>Student Study Lounge Time</p>  <p>Photo Attribution: Blog Design Squish at designsquish.com. Moss rag rug</p>	<p>Student-led Outdoor Activity</p>	<p>Student Study Lounge Time</p>  <p>Photo Attribution: Blog Design Squish at designsquish.com. Moss rag rug</p>	<p>Faculty, F2F, Weekly Collaborative Planning Time with Curriculum Dean and/or Principal attending rotationally.</p> <p>(Weekly collaborative planning will be archived on the digital curriculum mapping software. The collective body of faculty work will be organized, reviewed by lead teachers, and Curriculum Dean annually for documentation purposes of board member review and accreditation purposes with continued Access Charter GVSU grant supplication approval and NWEA</p>
<p>9:00-9:35 Academic school day begins at 9:00 am.</p>	<p>ADVISORY Integrated Course of Study Pathways</p>	<p>ADVISORY Integrated Course of Study Pathways</p>	<p>Seniors w/1<sup>st</sup> Years and 11<sup>th</sup> w/10<sup>th</sup> grades Advisory</p>	<p>ADVISORY Integrated Course of Study Pathways</p>	<p>ADVISORY Integrated Course of Study Pathways</p>
<p>9:40-12:45</p>	<p>Project Based Learning</p>	<p>Project Based Learning</p>	<p>Project Based Learning</p>	<p>Project Based Learning</p>	<p>Project Based Learning</p>

12:50-1:30	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
<p>Break Out Collaborative All School Session 1:35-2:05</p>	<p>Break Out Session All School teaching faculty and all high school students</p>	<p>Break Out Session All School teaching faculty and all high school students</p>	<p>COMMUNITY FORUM Break Out Session Compare notes and meet with all teaching faculty, all high school students as well as Collegiate and Business Partner Representatives</p>	<p>Break Out Session All School teaching faculty and all high school students</p>	<p>Break Out Session All School teaching faculty and all high school students with Middle School team joining once per month for collaborative sequential (scope and sequence components) work.</p>
<p>2:10-3:05</p>	<p>Elective</p>	<p>Elective</p>	<p>Elective</p>	<p>Elective</p>	<p>Elective</p>
<p>3:10-4:30</p>	<p>Project Based Learning/Extern/Intern Or First Year Exploratory Seminar</p>	<p>Project Based Learning/Extern/Intern Or First Year Exploratory Seminar</p>	<p>Teacher PD Flexible</p>	<p>Project Based Learning/Extern/Intern Or First Year Exploratory Seminar</p>	<p>Project Based Learning/Extern/Intern Or First Year Exploratory Seminar</p>

## GHS FRESHWATER STUDIES MIDDLE COLLEGE PROGRAM

This cohort pathway plan is specifically designed for students who are interested in integrating a full-fledged college experience (coursework directly transfers to college credit and/or certifications upon high school graduation) within the high school time frame. This path is ultra-specific under the content focus - water studies. Greenspire Middle College students will work closely with an assigned mentor their freshman year at Greenspire High School to create how the sophomore through senior plus one year will conspire. Upon entering the Middle College experience with Northwestern Michigan College, a partnership institution with Greenspire High School, students will select a course sequence to follow that corresponds with the college requirements and complements their high school work at GHS.

For the intentional purposes of building a stronger Middle College community cohort and for developing applied skills sets, Greenspire students who decide to choose this integrated college experience during their high school years can select from two course sequences under the NMC Freshwater Studies focus:

1) Global Policy and Sustainability

[\[https://www.nmc.edu/programs/course-sequence-guides/freshwater-asa-fw-global-course-sequence-guide.pdf\]](https://www.nmc.edu/programs/course-sequence-guides/freshwater-asa-fw-global-course-sequence-guide.pdf)

2) Science and Technology

[\[https://www.nmc.edu/programs/course-sequence-guides/freshwater-asa-science-course-sequence-guide.pdf\]](https://www.nmc.edu/programs/course-sequence-guides/freshwater-asa-science-course-sequence-guide.pdf).

These NMC College course sequences have been chosen and reviewed by GHS faculty and staff to support the mission and close alignment with the Greenspire high school overarching GHS curriculum goals. What this means, essentially, is that Middle College GHS students, in either the Science and Tech or the Global Policy and Sustainability sequence course studies, can actively weave their college content experiences with their fellow GHS high school community studying with the other high school learning paths in a shared advisory Greenspire class that intersects all of the four paths of study: Agri-science; Architecture & Engineering; and Stewardship. In this way, the Middle College Greenspire students are still connected (especially during junior and senior years when much more work could be over at the college) and working together on content with the other Greenspire Cohort of students following other STEM paths of study. The 10th-12th grade Advisory Class Period in the day allows for this authentic interplay between shared STEM Paths of study among Greenspire High School students, including the GHS Middle College seekers.



# GRADING SCALE

## EXTENDED PORTFOLIO REQUIREMENTS

Greenspire High School students will receive a traditional report card at the end of each term with grades following a National Standard 4.0 grading scale, issued by the National College Board. This grading scale supports transcript flow when applying to colleges of a student's choice. In addition to the report card with a letter grade each term, based upon a 4.0 scale, students will receive a mentor/advisory reflection on their extended transcript section. This means that, at the end of each CORE class and/or apprenticeship experience, a student collects and shapes sections from their experiences to include in their portfolio. The portfolio should begin in the first year of the GHS student's learning and will have a running reflection each year on at least one major contribution that the student has submitted within the digital portfolio. By the summer of the junior year, an academic counselor will work with the upcoming GHS Senior to prepare a formal digital portfolio for a career interview or to include as a digital package (extended transcript) with their application to their top college choices.

Colleges report GPA (grade point average) on a 4.0 scale. The top grade is an A, which equals 4.0. You calculate your overall GPA by averaging the scores of all your classes. This is the standard scale at most colleges, and many high schools use it.

To convert your GPA to a 4.0 scale:

Letter Grade	Percent Grade	4.0 Scale
A+	97-100	4.0
A	93-96	4.0
A-	90-92	3.7
B+	87-89	3.3
B	83-86	3.0
B-	80-82	2.7
C+	77-79	2.3
C	73-76	2.0
C-	70-72	1.7
D+	67-69	1.3
D	65-66	1.0
E/F	Below 65	0.0

Look up the academic requirements of your favorite colleges on BigFuture using [College Search](#) and see how your GPA compares to students who got in and enrolled.

The National College Board provides this standard 4.0 scale that most High Schools use when configuring grades.

[\[https://pages.collegeboard.org/how-to-convert-gpa-4.0-scale\]](https://pages.collegeboard.org/how-to-convert-gpa-4.0-scale)

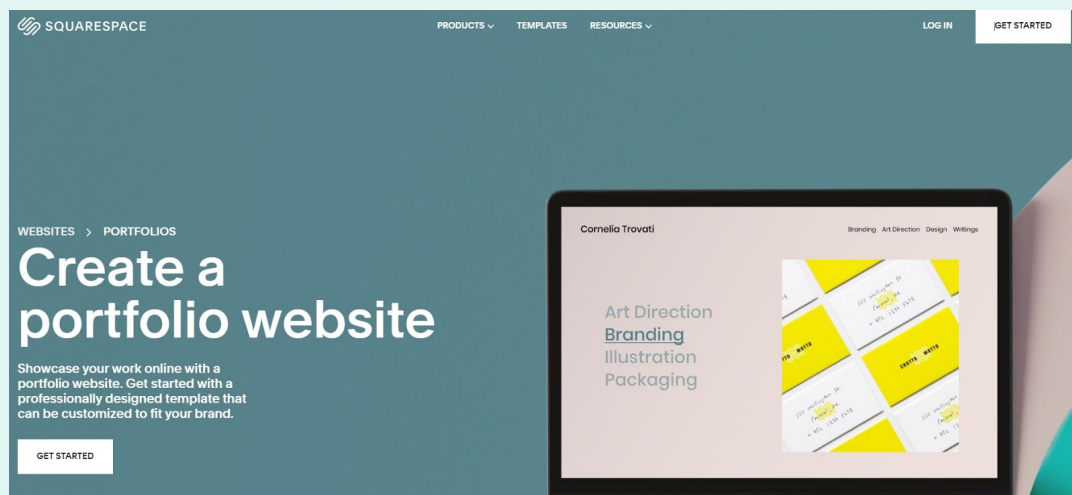
The extended portfolio will be introduced to students by the CORE GHS instructors and additionally guided by the Curriculum Coordinator to include specific PBL initiatives that support and prepare underclass GHS students to showcase materials specific to their chosen STEM paths in readying for intern/extern opportunities. Three areas for extended research when working on developing the digital portfolio of a student's entire GHS learning experience highlights are listed below:

[MTS Mastery Transcript Consortium](#)

[Xello College and Career Readiness](#)

[Squarespace: A Student Digital Portfolio Website Design Platform](#)

[Parchment Digital Transcript Support Platform](#)



[\[Squarespace.com\]](https://www.squarespace.com)

## Digital Portfolio Progression

### 9th Grade

Two-three Chosen Items

½ page Student Reflection

½ page Mentor Instructor's Reflection

### 10th Grade

Four-six Chosen Items

Two from interested/chosen Path

One Visual

¾ page Student Reflection

¾ page Mentor Instructor's Reflection

### 11th Grade

Up to 10-15 Chosen Items; a visual and audio demo w/research and one longer artifact tracing learning from intersected Chosen Pathway and connections illustrated to problem-solving across all paths

A carefully developed Narrative explaining the rationale and goal of the chosen work included (including a statement about PBL STEM learning from the learner)

A rubric, from Curriculum Coordinator

1 page Student Reflection

1 page Mentor Instructor's Reflection

**12th Grade TBD**

## CORE COURSE DESCRIPTIONS

This section of the Curriculum Guide is meant to serve as the beginning of the courses that will be offered at GHS. Many more will be added in the years to follow. We have begun describing the CORE classes that students will take in 9th and 10th grade at GHS, specific to our mission while following MDE standards for graduation requirements. The Curriculum Coordinator, along with the newly-hired instructors, will create and shape the course descriptions, adding and refining electives as the new high school takes shape and continues to grow academically. Please note, in the first year of development, the 9th and 10th grade electives will be Spanish I or II and Physical Education/Health.

### **Algebra I/II**

10th GHS Grade Sequence  
1 Credit (Mathematics)

The GHS Algebra I/II class is designed specifically to differentiate using PBL methods to allow varying Algebraic abilities that students showcase for earning credit in the I/II course they are leveling out at and/interested in pursuing during the 10th grade year sequence. Some 10th grade students have already taken an Algebra I course in 8th grade and are ready for Algebra II content on week one, while others may be entering with Algebra I as the course they'd like to earn credit for in the 10th-grade year. With this variance in mind and the smaller class size at GHS, the first two weeks, the GHS instructor will work to identify, through a series of Pre-Assessment activities/practice exercises to determine what content standards each 10th-grade student, taking this course, will be responsible for completing throughout the year in the Algebra I/II course for earning credit. Each PBL designed project per term (for earning HS credit) will include both Algebra I and Algebra II content standards. The instructor will identify the student readiness in week three and continue forward in assigning and evaluating those content standards for each project.

In the Algebra I/II GHS course, students will be able to transfer their learning to understand the Algebraic language, formulas, and operational procedures when analyzing a real-world problem from a mathematical perspective. In this course, students will study rudimentary mathematical modeling to find unknown quantities. Students will build their vocabulary of mathematical terms to better define numbers or sets of numbers that will lead to a solution. Students will gain further understanding of the numeric properties and their use in setting up and solving equations. Significant practice will occur so students will master the use of the "order of operation", factoring, ratios, working with and manipulating algebraic expressions, graphing, quadratic functions, and inequalities. Throughout the Algebra I/II course, there will be opportunities to apply algebraic concepts to other subjects as well. One, of particular importance, is chemistry. Here, mathematical thinking provides for applications in linear algebra, scientific notation, and relationships of exponents as integrated within various projects through intentional curricular mapping.

## **Biology**

9th Grade GHS Sequence  
1 Credits (Science)

The GHS 9th grade Biology course centers around an exploration of the fundamentals of life, all the way to the ways in which living systems interact within the global biosphere. The idea of life is the central theme for this course. We will begin our journey by unpacking the meaning of life and the characteristics that all living organisms share. Students will explore the areas of homeostasis and feedback systems as they explore life through the lens of a diabetic. This journey continues with an in-depth study of what constitutes “normal” life as students explore cellular biology and inheritance as they explore the curious case of the Fugate Clan in Kentucky. In the spring semester, students will expand on this with the exploration into the forces that drive natural selection and evolution to better understand how living organisms adapt and change in dynamic systems. Students will explore the fundamental components of evolution as they retrace the infamous journey of the HMS Beagle and apply Charles Darwin’s discoveries to existing species around the world and how various selection pressures (poaching, overfishing, habitat destruction) might influence these species over time. The journey ends by exploring how living organisms interact with the world around them. Specifically, we explore this through the context of our home-The Grand Traverse Bay. A combination of real-world, inquiry driven projects and advanced problem-solving skills will be the focus of our 9th grade science course.

## **Chemistry**

10th Grade GHS Sequence  
1 Credits (Science)

Chemistry, in the world around us, is truly remarkable. In this GHS Chemistry course, students will examine the subject as they relate this science to the current issues we are experiencing on Planet Earth. Questions for driving the Chemistry course study include exploring how the molecular compounds in the atmosphere make Earth a habitable space. This exploration takes on the simplistic model of the Greenhouse Effect and examines components as detailed to the molecular level. Students gain opportunities to build models, contemplate them, redo them and examine these structures again as a practiced rotating process for answering the key questions that are found in their making. From the creation of their intentional model designs, students will be able to identify the structure and properties of matter, chemical reactions and equilibrium, energy and periodic trends, and then, we will begin unpacking and applying these learned concepts and calculations to both the atmosphere and living life here on the Earth’s surface. References back to Biology and life force will help support the fluid nature of learning, one of the GHS curricular goals.

## **Geometry**

9th Grade GHS Sequence  
1 Credit (Math)



The GHS Geometry course centers around engaging in real-world phenomena, where students will analyze problems and construct viable arguments; understanding geometric concepts are essential to student understanding of the world around them. Using a combination of units from Emergent Math and TeachEngineering, students will explore the properties of two and three dimensional shapes and investigate them through the lens of their everyday lives. An emphasis of engineering practices will be placed on all instruction, and students will work closely with their science course when applicable. Example units include exploring similarity by renovating a backyard space, using coordinate geometry while creating a biodiversity map of local parks and forests, and investigating geometric measurements to investigate the physical world around GHS. Inquiry driven projects and advanced problem solving skills will be the focus of our 9th grade geometry course.

### **ENG 10 A Survey of American and British Literature paired with HST 10 American/Western European History**

10th Grade GHS Sequence

1 Credit (English)/ 1 Credit (Civics the History of Social Responsibility)

The English 10 literary experience is divided into two semesters, each with a distinct purpose. The first semester English 10 course sessions focus on the making and surveying of American Literature as it began. We will examine ideas behind the Rugged Frontier, Transcendentalism, Pre-and-Post World War II ideologies that eventually morphed into a 21st century's debate regarding whether we even need a literary canon moving into the digital age? And if we do, what does that canon look and feel like for American literary culture? The second semester is devoted to opening up and exploring the positive and negative influences of a European perspective within the British influence of literature, in particular, that, in turn, influenced American literary standards, even our ways in which we think or process information. Students will learn how the essential tenets of British literature function in the culture through the author's pen. Then, they will explore some of the rebellious aspects within the American mindset of the emerging new American citizens (authors, and influential orators) during specific time periods in history.

During these times in which many of the first American writers wished to break away from the constraints of a culture that no longer felt familiar to them as artists or survivors in a new world; forming a new literary identity alongside a national one is something the students will examine as a means to being able to interpret later periods of American and British authorship. By the end of their learning experiences over the course of the year, English 10 students will have been exposed to a variety of insights for how perspectives in literature shift and morph a culture's responses in a nation's literature and function to deliver similar messages within a nation's film industry throughout different and distinct eras in American and British history. They will even have the opportunity to explore where these various perspectives/influences fit into the worldly literary circle of artists, both in the ancient and contemporary periods thereby providing opportunities for drawing natural connections between the 9th grade World Mythology year and the 10th grade American/British Survey Literature year. Throughout this GHS

course, students will be engaged in drafting point-of-view style expositions, mastering the art of literary analysis (extending from their practices in World Mythology/ENG 9), and beginning the exploration of textual evidence as it pertains to information and persuasive means of communication. Parts of this course will apply The Scientific Method of Inquiry and Observation to the interpretations of the tenets within American and British literature and film.

## **HST 10 Civics and Social Responsibility within the American/Western European Historical Perspective paired with ENG 10 Survey of American and British Literature**

10th Grade GHS Sequence

1 Credit (English)/ 1 Credit (Civics the History of Social Responsibility)

This course is meant to complement the projects assigned in both semesters one and two of the ENG 10 experience. Students, in HST 10 the civics of social responsibility, will be locating and working directly with primary sources (artifacts) in determining historical evidence as it pertains to the artistic license authors and influential orators make while bringing American and European history to life. Students will unpack and make logical comparisons to specific passages from historic documents or local newspaper archives and begin to explore how connections crossover and references are formed to create a larger global story from the local perspectives within a given time period. From this evidence, students will explore how and why the importance of civic social responsibility rests within the citizens of a given Republic.

### ***Elective Credit Option (3 credits) Fine Arts: Extension for Portfolio Student Option from the ENG 10 course***

A Master Weaver/Toolmaker/Short Film (subject STEM) Producer

There is also the potential opportunity to earn a Fine Arts credit when GHS students complete a two-hour extension project with a weaver or master writer and complete both the World Mythology course: Spring Part I and Parts II summative projects and British Literature, The Victorian Project, Semester II, English 10. This will need to be worked out with the GHS Art Teacher and the English/SS teacher, as to how they'd like to maintain fluidity in learning as a mission of the GHS curriculum; thereby co-teaching the two different projects at the two differing times in the students' high school career. \*\*Note, this is not an option to recommend as an elective for students who are not planning on staying all four years, or at least the freshman and sophomore years of high school. An academic/curriculum counselor, along with co-teachers can work this practically into the curriculum for depth and mission of GHS at a later stage in development of the school, years five and six seems when it could naturally evolve to something that could be realized and curriculum rich for students and teaching faculty at GHS, especially since the screenplay writing and the visual digital production of the Short Film Sample Project during the 10th grade would need both teachers, the ENG and the Art teacher to do this well for students as well as build the realized opportunity of apprenticeship with the Traverse City Film Festival. Short film is what the project, in 10th grade, is designed to accomplish for students. There are other genres too, this project is meant to lead to other longer projects is a student so desires to follow that thread with is his Art and English teachers as mentors helping to support and set up those experiences/apprenticeships for junior/senior years or summers.

## **ENG 9 World Mythology paired with HST 9 World History**

9th Grade GHS Sequence

1 Credit (English) / 1 Credit (Social Sciences)

The English 9 literary experience expands from an in-depth look at global mythology (India, Asia, Norse, Greek) all the way to the American teenage sense of self-hood and discovery as represented in Hinton's famed, *The Outsiders* and the adventures of the American Frontier (self-discovery) in *The Adventures of Huck Finn*. We begin with unpacking the idea of home and friendship and trace that idea through global and iconic legends throughout the year; including an in-depth study (during the spring semester) of the Anishinaabe Culture in Michigan (and the loss of the living language of the Ojibwe).

This GHS World Mythology course blends a combination of enhanced reading strategies with practical, real-life writing experiences. Increasing reading speed, fluency, storytelling through oral presentation, and developing levels of deeper comprehension of the ancient texts, through conferencing methods to open dialogue practice; these are transferables during the year. Over the course of the year, we will explore how speaking (oral cultures) moves from legend/lore to written story form and ultimately is adopted as a working literature of a culture, becoming a major influence on our present-day culture. What is East? What is West? What is American Frontier? What is Contemporary Culture? This analysis includes tracing elements of legend in the forming of our cultural identity.

## **HST 9 World History paired with ENG 9 World Mythology**

9th Grade GHS Sequence

1 Credit (English) / 1 Credit (Social Sciences)

This course is meant to be paired with the World Mythology Course for the purposes of contextualizing the major projects GHS students will complete within their English 9 course. Through a series of three individual complementary world history projects, at designated times during the year, students will be assessed according to the MDE anchor standards for HST 9. Content Topics covered within these integrated Social Studies' projects include: Western Expansion and the Notion of *Manifest Destiny* and Western Colonization with a comparative study to the an overview of British Imperialism in relationship to India; Tribal and Regional Law studies with respect to Land Conservation within our Regional History; A Generalized Understanding of World History and Ancient Civilization patterns that influence ancient narrative right along with our contemporary narratives we hear and write today; A brief Intro to Shakespeare and Milton Elizabethan History and its effects on playwriting and how the conversation of oral to written history transformed relationships, including looking a bit into the birth of the play as public performance, extracted from ceremonial dance and oral storytelling. GHS students, after their first year of History 9 combined with English 9, will have a foundational working knowledge of diverse cultures, from a historical and literary sense, as well as a comprehensive appreciation for regional history through personal narrative and discovery. This is the GHS Humanities 9th grade learning experience.

## Spanish I

9th Grade GHS Sequence

1 Credit

This GHS course is specifically designed for providing opportunities that blend with the Northwestern Michigan College Language Immersion Curriculum Incentives including a Global Language Endorsement. When concentrating on developing fluency, along with a bridge curriculum, GHS students can then easily transition to/succeeding in a Dual-enrolled SPN 1 college course junior year or within the extended application for the Freshwater Studies where Spanish integration of language proves beneficial in team problem-solving within their field work. *Portales* is the program that NMC uses and GHS will adopt components in the bridge language assessments that can be utilized to help ease this transition and to build best practices with continued fluency. Standards to be assessed that remain consistent with NMC's SPN 101 course include: Knowledge, Application, Integration, Learning how to Learn a foreign language.

## Spanish II

(prerequisite, Spanish I or Spanish Level Certified Exam: [Spanish Language Exam](#))

10th Grade GHS Sequence

1 Credit

This GHS course is specifically designed to provide opportunities to blend with the Northwestern Michigan College Language Immersion Curriculum Incentives. Fluency and a continued bridge curriculum will provide the option of a GHS student being able to easily succeed in a Dual-enrolled SPN 101 college course junior year or the extended application for the Freshwater Studies field work in problem-solving; either opportunity, the Middle College Program in Freshwater or the Dual-enrolled choice can earn college credit while in High School. The same text book, from the *Portales* Spanish Program, will be utilized to help ease this transition and to build best practices with ultimate language fluency. In order to enroll by junior year at NMC, in a SPN 101 or SPN 102 course, the interested GHS student needs to have completed a full year of the Spanish I (9th grade) and Spanish II (10th grade) or test out with the language exam.

## Physical Education/Health

9th Grade GHS Sequence

1 Credit

The GHS physical education part of this year-long course will practice team collaborative outdoor activities like kayaking, bocce ball, hiking as sport, cross-country ski or tri-athletic practice with water, land, and agility exercises. Individuality will also be expressed through physical activity such as Yoga. These options will allow the PE instructor to blend tangible activities into wellness work that emphasizes the outdoor spirit through mindful play. The course has the option to either rotate weekly or by term in balancing out the Health standards covered and the Physical Education. Hickory Hills and Mt. Holiday may become an outlet for collaborative outdoor winter sports. Through physical education students can begin to develop a healthy lifestyle that will benefit their bodies, spirit and minds. These activities can help students become healthy, successful citizens. The Health component will cover the individual as a whole, including mental/emotional, social and physical well-being. Students will be given the

tools to make responsible choices that will have a positive effect on their health. Risk behaviors will be identified to empower the students to make the necessary changes to live a healthy life.

### **Exploratory Seminar (grade 9)**

9th Grade GHS Sequence

1 Credits (Humanities) / 2 Credit (Service Learning Internship)

After spending two weeks, one on campus connecting and bonding with other entering first-year students, the GHS 9th grade Cohort travels a week off campus to an extended learning experience like INLAND Seas or a community working farm (a few in Cedar or Kingsley). Upon returning in the second week of the Freshman year, students gain the opportunity to travel down each pathway, in a simulating project experience, as an entire 9th grade cohort. The first year Greenspire is open, 9th and 10th grade will be combined due to logistics, but all years following, this Seminar experience is part of the first year of Greenspire high school. This opportunity is housed in the Seminar Exploratory Course time period each day within the intentionally designed PBL GHS Schedule. The four sample projects that students complete in the first-year exploration seminar course helps support students deciding which area of concentration they'd like to continue learning at a more sophisticated level through applied content knowledge and intern/externship style apprentices' opportunities beginning as early as sophomore summer and through junior and senior years at GHS. The sample projects highlight not only diverse skills sets for exploring in students but are designed to uncover their interests in the content material itself; through the exposure of a variety of ecological topics and activism contextualized through the pathway lens and guided high school faculty mentorship). In essence, students and their pathway leaders are crafting the experience together under the loose structure of topic areas relevant to the mission of the Greenspire School, both Middle and High School.

### **Exploratory Advisory Seminar (grades 10th-12th)**

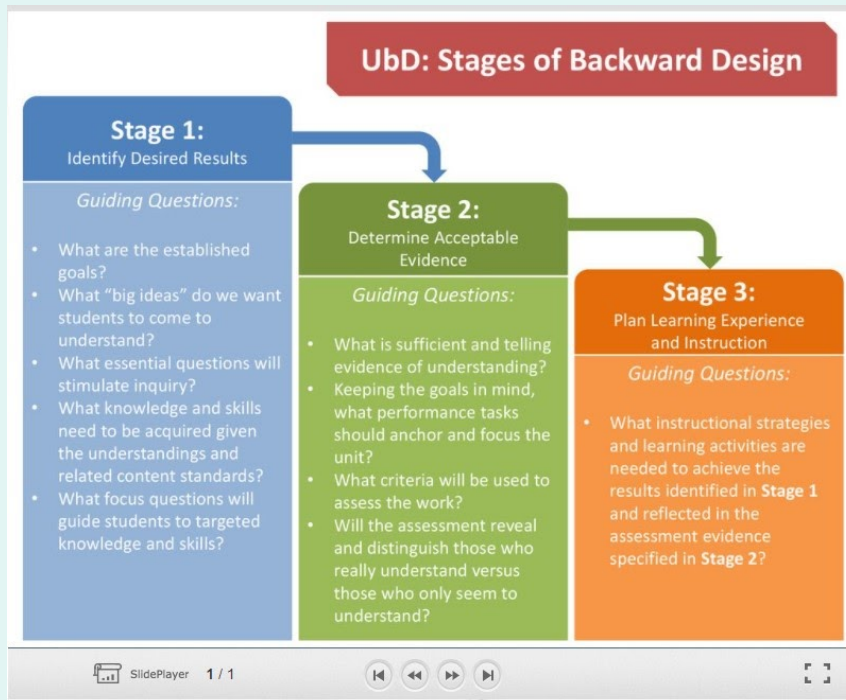
1 Credits (Humanities) / 2 Credits (Service Learning Internship)

3 Credits per year

The GHS Exploratory Advisory Seminar is a continuation of applied Socratic Studies, a course built into the GHS weekly schedule that allows a practical space to reason, practice application and applied problem-solving from each of the cohort angles. Student ownership and a professional identity can be explored while learning how to take the information learned in the CORE classes and apply to their specific cohort area of study. All of the concentrated GHS pathways will be present in this advisory. Two days a week are recommended for cohort work specifically and two days per week are recommended for intersection of all of the cohorts on larger contextual, community issues. This is also a space for students to hone their portfolios and prepare for specific senior capstone experiences; extenships; internships; and most importantly authentic dialogue through intentional guidance. The idea centers upon GHS Cohort Mentoring faculty to provide structure without guidance. Student leadership is highly valued here.



# 9th GRADE CURRICULUM FRAMEWORK WITH ASSESSMENTS



The 9th-grade year curriculum includes block scheduling that encompasses PBL STEM-based instruction for the CORE classes. All GHS Instructors, in shared planning sessions, built into the weekly high school schedule, utilize Backward Design Methodology. [[Backward Design Information Overview](#)]; [Rhett Mcdaniel Post \(2017\) on CFT Guide at Vanderbilt University](#)]. This UbD design for instruction plays seamlessly with

[Photo Attribution & Slide Presentation on UbD by Nathaniel Adams, downloadable by slideplay.com; UbD materials for review.](#)

PBL Modeling and The Buck Institute Training for teachers. The Vanderbilt Backward Design Template: [[Vanderbilt UBD Template \(Backward Design\)](#)] is demonstrated in the following curricular pieces that our Curriculum writers have developed for newly hired GHS instructors to refine, shape, and adapt to meet their curricular outcomes, as they unfold in the first five years of the GHS school development. While the projects listed may morph, the suggested texts and Template design for assessment PBL lesson planning and groupings, according to a set interval of projects that hit state standards, will not fluctuate as easily. The 10th grade Curriculum is specifically designed to follow the 9th grade content and curriculum framework with increased momentum and heightened expectation in work quality for inclusion within a developing digital portfolio.

## **Biology CORE Curriculum Framework**

[Click to access GHS Biology Framework w/ sample assessments.](#)

## **Geometry CORE Curriculum Framework**

[Click to access GHS Geometry Framework w/ sample assessments.](#)

**World Mythology CORE ENG 9 Curriculum Framework  
paired with World HST 9/ Ethnography**

[Click to access GHS World Mythology Framework w/ sample assessments.](#)

**10th GRADE CURRICULUM  
FRAMEWORK WITH ASSESSMENTS**

**Chemistry CORE Curriculum Framework**

[Click to access GHS Chemistry Framework w/sample assessment.](#)

**Algebra I/II CORE Curriculum Framework**

[Click to access GHS Algebra I/II Framework w/sample assessments.](#)

**ENG 10 CORE Curriculum Framework: A Survey of American and British  
Literature paired with HST 10 American/Western European History**

[Click to access GHS ENG 10 CORE Framework w/sample assessments.](#)

**EXPLORATORY SEMINAR CURRICULUM  
FRAMEWORK WITH ASSESSMENTS**

**Exploratory First Year Seminar**

[Click to access GHS Exploratory Seminar Projects, Framework, and Assessments.](#)

**Exploratory Advisory Seminar Grades 10-12+  
TBD**

# RESOURCES

## **Algebra I/II**

[Connecting Math and Chemistry](#)

[Irrational Numbers](#)

[Quadratic Equations](#)

[American Mathematical Society on Assessment](#)

## **Biology**

[Turtle tees](#)

[NGSS Storyline Ecology](#)

[NGSS Storyline Evolution](#)

[NGSS Storyline Genetics](#)

[Finch Beak Lab Lesson Plan](#)

[CRISPR Twin article](#)

[CRISPR Twin article update](#)

[Case Study Database](#)

## **Chemistry (click on title or web address)**

[Vocabulary list](#)

[Chemistry Safety](#)

[ACS Content Recommendations](#)

[NGScience Matter across disciplines](#)

[Greenhouse gasses](#)

[Naming Compounds](#)

[Fuel cell model equipment](#)

[Energy 101 @ energy.gov-fuel-cell-technology](#)

[ACS Energy Foundation, Chemistry for Life](#)

[Chemical Measurement Plans](#)

[Water Quality Test Kits](#)

[Stoichiometry](#)

[Gas Law](#)

[ACS Climate Science Toolkit](#)

[Lewis Structures](#)

[Keeling Curve](#)

[Teach Chemistry.org \(membership rates apply\)](#)

## **ELA/Humanities/Social Sciences**

[NCTE Support](#)

[CALShakes \(Virtual Interactive Study Guides for Shakespeare's plays; 5 Stars\)](#)

[David Olsen Words Every Educated Person Should Know](#)

[Norton Anthology of Short Fiction](#)

[News Hour with PBS Social Sciences Daily practice](#)

[NCTE CUBE CREATOR](#)

[Brain Pickings.org Maria Popova \(The Sunday Letter Subscription wonderful resource for daily writing practice\)](#)



## **Exploratory Seminar**

[Joshua Slocum, Sailing Around the World Canadian World-famous Explorer](#)  
[B4B: Blueprint for Belonging UC Berkeley](#)  
[Greenhome Institute Grand Rapids](#)  
[Michigan Urban Farming Initiative](#)  
[Chestnut School of Herbal Medicine](#)  
[Inland Seas ISEA School Programs](#)  
[The Art of Happiness Penguin Edition with Foreword, Daniel Klein](#)  
[Dan Klein Documentary, Travels with Epicurus](#)

## **Geometry**

[18 Ways NASA Uses Pi](#)  
[How Is Geometry Used in Real Life?](#)  
[Geometry World: Minecraft](#)  
[Climate Change and Mathematics](#)  
[Free Math Apps](#)

## **Spanish**

[Reimagine Instruction with Portales](#)  
[Immersion Summer Programs; Nepal, Costa Rica](#)  
[Spring Break Marine Biology Under 18' Cultural Program](#)  
[Gap Year in Science and Language Program Certification](#)

## **Socratic Seminar Methods for Exploratory/Advisory GHS Courses**

[Professor Satz with The Power and Pitfalls of Socratic Method](#)  
[Socratic Unpacking of Questioning Techniques](#)  
[Socratic Seminar, Mary Davenport EDU blogger](#)  
[Problem-solving UofM Engineering with Socratic 6 types of questions](#)

## **Curriculum**

[McCrel International; NWEA MAP GROWTH KIT](#)  
[Atlas](#)  
[Buck Institute](#)  
[National STEM Training Certification](#)  
[Vanderbilt UbD; newly revised \(2017\)](#)  
[National Board Teacher Certification](#)  
[Google Teacher Training \(free workshops available\)](#)  
[The Danielson Group](#)  
[Welcome Week HS Faculty Training and Sample Agenda](#)  
[ISD Support and Sign Up Option to receive Newsletter Link](#)  
[Math Support](#)  
[Math Share](#)  
[National Library of Virtual Manipulatives](#)  
[Virtual Manipulatives \(Special Education\)](#)

## High School Modeling Across the Curriculum-- MDE Mathematics

This statistical structure can be utilized across the entire GHS curriculum for building deeper analytical skill sets and helping students have a shared common technical language when problem-solving. While this cycle is referenced, by MDE, for Mathematical Modeling, it can be utilized for comprehensive problem-solving, aiding in deeper discussions for analysis, and for generating more specific reports to share in digital portfolios. It is important to indicate that utilizing this model with the language can allow for stronger, more detailed analytics when measuring growth in curriculum mapping or for creating detailed curriculum reports. However, keep in mind that one should not use this model as the lens to view or craft detailed curriculum reports. I include as one kind of suggestion for increasing clarity for measurement of learning and developing stronger analytical skill sets for students in problem-solving across the CORE subjects. A detailed example can be found in the 10th Grade ENG CORE class under scientific report writing example assessments.

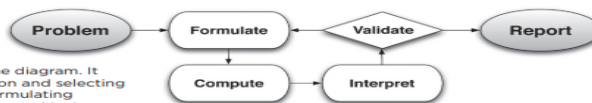
Some examples of such situations might include:

- Estimating how much water and food is needed for emergency relief in a devastated city of 3 million people, and how it might be distributed.
- Planning a table tennis tournament for 7 players at a club with 4 tables, where each player plays against each other player.
- Designing the layout of the stalls in a school fair so as to raise as much money as possible.
- Analyzing stopping distance for a car.
- Modeling savings account balance, bacterial colony growth, or investment growth.
- Engaging in critical path analysis, e.g., applied to turnaround of an aircraft at an airport.
- Analyzing risk in situations such as extreme sports, pandemics, and terrorism.
- Relating population statistics to individual predictions.

In situations like these, the models devised depend on a number of factors: How precise an answer do we want or need? What aspects of the situation do we most need to understand, control, or optimize? What resources of time and tools do we have? The range of models that we can create and analyze is also constrained by the limitations of our mathematical, statistical, and technical skills, and our ability to recognize significant variables and relationships among them. Diagrams of various kinds, spreadsheets and other technology, and algebra are powerful tools for understanding and solving problems drawn from different types of real-world situations.

One of the insights provided by mathematical modeling is that essentially the same mathematical or statistical structure can sometimes model seemingly different situations. Models can also shed light on the mathematical structures themselves, for example, as when a model of bacterial growth makes more vivid the explosive growth of the exponential function.

The basic modeling cycle is summarized in the diagram. It involves (1) identifying variables in the situation and selecting those that represent essential features, (2) formulating a model by creating and selecting geometric, graphical, tabular, algebraic, or statistical representations that describe relationships between the variables, (3) analyzing and performing operations on these relationships to draw conclusions, (4) interpreting the results of the mathematics in terms of the original situation, (5) validating the conclusions by comparing them with the situation, and then either improving the model or, if it



[Michigan Math Standards K-12](#)

## Differentiation

Utilizing differentiated instruction is paramount in reaching various learners. The most common misconception with differentiated instruction is when instructors view accessing content information with a variety of teaching tools as modifications to a lesson plan. Modifications typically refer to changing the quantity of content or expectation of the level of knowledge an assessor is attaining, not the method in which the evaluator is learning/assessing what the learner knows. This is especially important to recognize when analyzing TIER instruction and working with special education instructors to determine IEP transfer or that subtle line between accurately identifying learning differences versus identifying content comprehension ability. Carol Ann

Tomlinson is a top educator in this area of instruction and a wonderful resource for training instructors to apply, provide, and interpret various forms of differentiated instruction. A few resources below are helpful in familiarizing GHS instructors with this style of delivery in instructional design and measurement of data for reporting.

From Carol Ann Tomlinson

### WHAT IS DIFFERENTIATED INSTRUCTION?

[resilienteducator.com/different](http://resilienteducator.com/different)

Differentiating instruction may mean teaching the same material to all students using a variety of instructional strategies, or it may require the teacher to deliver lessons at varying levels of difficulty based on the ability of each student.

#### Four ways to differentiate instruction

**Content**

- Match vocabulary words to definitions.
- Read a passage of text and answer related questions.
- Identify an author's position; provide evidence to support this viewpoint.
- Create a PowerPoint presentation summarizing the lesson.

**Process**

- Provide textbooks for visual and word learners.
- Allow auditory learners to listen to audio books.
- Give kinesthetic learners the opportunity to complete an interactive assignment online.

**Product**

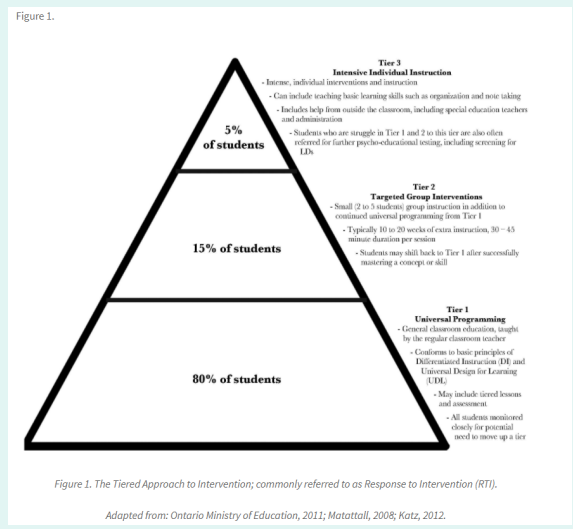
- Read and write learners write a book report.
- Visual learners create a graphic organizer of the story.
- Auditory learners give an oral report.
- Kinesthetic learners build a diorama illustrating the story.

**Environment**

- Break some students into reading groups to discuss the assignment.
- Allow students to read individually if preferred.
- Create quiet spaces where there are no distractions.

[Resilient Educator.com](http://Resilient Educator.com)

Kyle Robinson and Dr. Nancy Hutchinson



[Tiered Approaches LD@school.com](http://Tiered Approaches LD@school.com)

## [NWEA Tools for Assessment](#) [A Practical Guide for Differentiated Instruction](#)

Tier Instruction Sample using THINK DOTS with Math  
(an example differentiated recording method for later interpretation)

Name: \_\_\_\_\_ Subject: \_\_\_\_\_ Lesson: \_\_\_\_\_

Objective: \_\_\_\_\_

Instructions: \_\_\_\_\_

●	●●	●●●
●●	●●●	●●●●

Guiding Questions for planning:  
 Objective: What should students know and understand when this lesson is completed?  
 Assessment: How will students show what they learned or did not learn the objective after the activity is completed?  
 Activity: How does the Think Dot support the objective and prepare students for the assessment?

List the lesson's objective and related assessment, before developing the Think Dots for best results.  
Editable doc at <http://openingpaths.org/blog/resources/>


[Edutopia.org](http://Edutopia.org)

# TEMPLATES

## available for web access/printables

### Biology (Science 9 Deliverables)

**OWNING THE BIOLOGY LIVING LANGUAGE**



For each project, you will receive a list of key terms. Knowing these terms is not enough. Using these terms with confidence is the ultimate goal. With that in mind, spend the first two days acclimating yourself with the terms you receive from me. Insert 6HS instructor name. Then, decide how you would like to present your understanding of the terms. For example, you may design a crossword puzzle, or a small pocketbook that highlights antonyms and synonyms to share with the other bio students. Or design a charades presentation (Insert 6HS instructor name and your principal) to act out terms. Or create a Vimeo where you are the expert on the living language of Biology; it can become a series for your digital portfolio based on each project title and set of various terminology. Work with me to set a deadline, based on what approach you'd like to take, and help me shape a rubric to hold you accountable for your learning of these key terms for our Biology course this year.

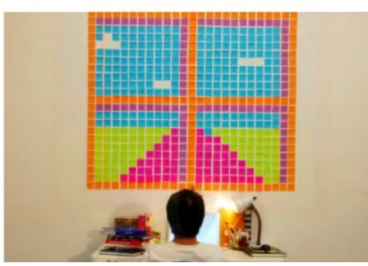
- ATP
- Active Transport
- Biology
- Carbohydrates
- Cellular Respiration
- Control Group
- Dependent Variable
- Diabetes
- Electrone
- Eukaryote
- Feedback Loop (+/-)
- Food insecurity
- Homeostasis
- Hypodermis
- Hypertonic
- Hypotonic
- Independent Variable
- Isotonic
- Lipids
- Mitochondria
- Nucleic Acids
- Observation
- Osmosis
- Passive Transport
- Prokaryote
- Proteins
- Selectively Permeable

### Geometry (Math 9 Deliverables)

Geometry 9  
Emergent Math Post-It Notes Animation Lead in activity  
<https://emergentmath.com/2011/02/11/post-it-notes-animation/>

**Suggested Activities**

- Have students use **coordinate geometry** and **transformations** to make their own stop-motion post-it video. Or at least **storyboard** it. I imagine by the time something like this is planned out and storyboarded, there would be a TON of coordinate geometry and transformations involved. Even a 30-second stop-motion post-it video could probably involve dozens and dozens of coordinate transformations.
- You could do this over the course of a coordinate geometry unit on one of your classroom walls with a flip camera and some video editing software. Would you assign groups or do it as a whole class?



Let's try using coordinate geometry to start and stop motion on a video. We can consider sharing this knowledge with both the Biology and/or World Mythology class instructors to see how they might be able to transform storytelling or for presenting biology experiments.

List other ideas you have for using coordinate geometry in real-life?

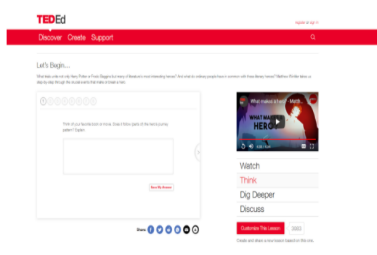
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

World Mythology Paired w World HST (ENG 9/HST 9)

**True or False**

The Hero's Journey Myth can be found in all stories passing through time.

Before attempting to hold a position on the statement above, check out the talk below from a famous Literary Theorist who believes stories since the beginning of time have certain traits in common and can be undeniably traced in a Hero's story. He calls this the hero's journey myth. After opening the link and watching the five-minute synopsis/overview of Joseph Campbell's, *The Hero Journey Myth*, choose between completing the THINK or DIG DEEPER option.



**TEDEd**  
Discover Create Support

Let's Begin...

Watch  
Think  
Dig Deeper  
Discuss

**Instructor Note**  
Matthew Winkler: TED Ed interactive discussion starter to use before or after approaching a hands-on reading of one of your chosen ancient myths to study for the first ancient myth project.  
<https://ed.ted.com/lessons/the-hero-journey-myth-matthew-winkler>. This is a quick interactive that differentiates "on the fly" when allowing choice in the directions for using the link-- that students can

### World Mythology w World History/ Ethnography(ENG/HST 9 Deliverables)

## Algebra I/II (Math 10 Deliverables)

What do Snowboarding, Architectural Engineering, and Data Analysis have in Common?

Let's take a closer look as we begin to graph some equations on the Cartesian Plane: Slope. Your challenge is to create a video that demonstrates understanding, work with two others to find a way to apply this concept to another outdoor sport or activity and record your findings.

[Math with Mr. Silva](#)

Full experience available at [Teach Engineering STEM](#)

**Teach Engineering**  
STEM Curriculum for K-12

### Lesson: Graphing Equations on the Cartesian Plane: Slope

Share This

**Summary**  
Students will understand an important characteristic of their own slopes. Slope can be determined either by graphical or algebraic methods. They will also be required to give an interpretation of what they have done. They will be able to identify the slope of a line and use it to write the equation of a line. They will also be able to identify the slope of a line and use it to write the equation of a line.

**Learning Objectives**  
After this lesson, students should be able to:

- Define slope as the ratio of vertical rise to horizontal run.
- Determine the slope of a given line.
- Determine the slope of a line given two points on the line.
- Write the formula for slope.

**Engineering Connection**  
Students will understand how the slope of a line is used in engineering. They will be able to identify the slope of a line and use it to write the equation of a line.

**Check Your Understanding**

1. Write the equation of the line that passes through the points (1, 2) and (3, 4).
2. Write the equation of the line that passes through the points (2, 1) and (4, 3).
3. Write the equation of the line that passes through the points (3, 2) and (5, 4).
4. Write the equation of the line that passes through the points (4, 3) and (6, 5).
5. Write the equation of the line that passes through the points (5, 4) and (7, 6).
6. Write the equation of the line that passes through the points (6, 5) and (8, 7).
7. Write the equation of the line that passes through the points (7, 6) and (9, 8).
8. Write the equation of the line that passes through the points (8, 7) and (10, 9).
9. Write the equation of the line that passes through the points (9, 8) and (11, 10).
10. Write the equation of the line that passes through the points (10, 9) and (12, 11).

## Chemistry (Science 10 Deliverables)

Current Keeling Curve Article available at

<https://www.acs.org/content/acs/en/education/whatschemistry/landmarks/keeling-curve.html>

**STUDENTS & EDUCATORS**

**Education Resources**

**Education & Faculty**

**Students**

**Standards & Guidelines**

**Advanced in Chemistry**

**Science Outreach**

**Books & Magazines**

### The Keeling Curve: Carbon Dioxide Measurements at Mauna Loa

**National Historic Chemical Landmark**

Dedicated at the National Oceanic and Atmospheric Administration's Mauna Loa Observatory on April 30, 2015, and Scripps Institution of Oceanography at the University of California, San Diego, on June 12, 2015.

Charles David Keeling of Scripps Institution of Oceanography was the leading authority in establishing the global atmospheric carbon dioxide (CO<sub>2</sub>) record. In 1958, Keeling began measuring atmospheric CO<sub>2</sub> concentrations from Hawaii's Mauna Loa Observatory, using rigorous analytical procedures. He revealed new information about natural and man-caused carbon trends. The precision, accuracy and continuity of Keeling's research over the span of decades provided one of the most important scientific linkages between fossil fuel combustion and global climate change due to the greenhouse effect.

Keeling's legacy includes a measurement program that endures to this day, providing an authoritative record of atmospheric CO<sub>2</sub> concentrations that is a cornerstone of modern climate science. The Keeling Curve, the iconic graph that presents these data, is a powerful symbol of the human impact on the environment and the role of fossil fuels in global climate change.

**Contents**

Follow Up Reflection w/equation notation work

Describe the role of CO<sub>2</sub> and H<sub>2</sub>O in the greenhouse effect; assume that an automobile burns octane, C<sub>8</sub>H<sub>18</sub> (d=0.692 g/cm<sup>3</sup>).

Write an equation for the combustion of octane to CO<sub>2</sub> and H<sub>2</sub>O.

A car has a fuel efficiency rating of 32 mpg of Octane. What volume of CO<sub>2</sub> at 25 degree C and 1.00 atm is generated when that car goes on a ten mile trip?

Use the same assumptions above, but replace Octane with Methanol, CH<sub>3</sub>OH (d=0.791 g/cm<sup>3</sup>), as the fuel burned by a car with the same fuel efficiency rating.

## A Reader's Review Guide

Answer the following 7s in complete sentences, paragraphs when needed.

photo attribution: npr.org

- Name one element that stands out in this book? Why did this stand out, and how did that particular element inspire you to desire to read more.
- After reading at least 5-7 pages of each preview text, provide a score (1-10) and a couple of adjectives to describe your feelings toward the book. Use these notes to, then, draft a clear statement paragraph (5-7 sentences) about the book.

An example statement paragraph:

This book entitled *The Bluest Eye* appears fascinating at first glance. Toni Morrison's author profile on the back reveals how graceful of a writer she is. I gave this book a 7 on the scale, because of her writing appeals to my senses. I really enjoy a writer who can take a tough subject like race and speak to all audiences in a truthful and polite yet convincing way. If I decide to read this book for this project, I will consider the following points about's and'y.

- Lastly, do at least a fifteen-minute search online to see what others (both casual critics and literary ones) think about this book, or about the history of the book. Explain what you discover and how this outside research affects your interest towards the book, either in a negative or positive way. You may discuss this guide question with another student in the class or write it out underneath your statement paragraph to help you make a decision later on during our project.

Due Date: \_\_\_\_\_ You will need to complete one reader's review guide for each of the preview texts and turn them all in at one time before we mini-conference (a 15-minute discussion on books) on what classics you wish to read for this first project. I will bring your statements to our mini-conferences and read them back to you to help guide your own decision on what books stood out for you and why.

Happy Reading! (Insert GHS instructor's name)

## American/British Lit Survey w American Western European, Civil and Social Responsibility HST (ENG 10/HST 10 Deliverables)

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### Endnotes

- 1 Academic counselors have begun reporting a shift in college application processes to include extended transcript experiences as a result of the modeling for “engaged” learning experience that cross grade and experience levels. More respected colleges and universities are opening up to the experiential learning curriculum design in program experiences as well as entire major requirements. Loyola is just one example of the many respected university programs (Cornell; NYU; Georgetown; UofM; MSU; UCLA that provide undergraduate students with real work opportunities in research, not just



invented practice. It is no longer uncommon to have undergraduate students (work once reserved for graduate students) working on research with graduate students and professors with experts in the fields. The universal trend is moving in the direction of replacing practice with apprenticeship models for learning. Publication opportunities for undergraduate Learning abound and cross-level learning is becoming a new norm. High schools need to replicate this experience on a smaller-scale to help familiarize students with the way learning looks in the 21st century working and university spaces. Student Research Opportunities Center. (2019). *Center for Experiential Learning*. Loyola University, Chicago. Retrieved from: <https://www.luc.edu/experiential/index.shtml>

- 2 Makerspaces have a unique way of creating intrinsic motivations for students when properly facilitated with lead teachers interested in engaging and building a space that is comfortable and accessible for constructing and working in the Science, Technology, Engineering, Art, and Mathematics. The Makerspaces, in secondary schools, have been replacing media centers since around 2013, but have typically been created in more affluent school districts. The Makerspace's function is to offer cross-curricular, experiential learning that transforms STEM to STEAM. Jessica Hickey, director of innovative learning at Arizona Science Center, discusses how schools can work to redirect Makerspaces as places for authentic assessments by changing the definition of "play" within the Makerspace. Hickey, Jessica. (Jun 13, 2019). It's Time to Remake the Makerspace, But Schools Shouldn't Go It Alone. *Voices/Maker and DIY Movement. EdSurge*. Retrieved from: <https://www.edsurge.com/news/2019-06-13-it-s-time-to-remake-the-makerspace-but-schools-shouldn-t-go-it-alone>
- 3 For John Dewey, the essential ingredient for producing stronger societal connections and productivity with a balanced combination for imagination and discipline was to provide students with a utopian view of Democracy. He states (extracted from the PBS series on the most influential Educators) that students must become "an embryonic community life, active with types of occupations that reflect the life of the larger society and permeated throughout with the spirit of art, history and science. When the school introduces and trains each child of society into membership within such a little community, saturating him with the spirit of service, and providing him with instruments of effective self-direction, we shall have the deepest and best guarantee of a larger society which is worth, lovely and harmonious." Scott, Charles. Dir. (2001). *Only a Teacher: Schoolhouse Pioneers*. PBS Series/WCMU Public Education Endowment.(2020). WGBH Education Foundation. Retrieved from: <https://www.pbs.org/onlyateacher/john.html> Also referenced: Biography.com: A Maven Channel. (2020). Retrieved from: <https://www.biography.com/scholar/john-dewey>
- 4 Under section C of the Cornell Legal Document references how curriculum can be adapted to support the goals of the philosophies at play within a school culture and community as permitted with authorizer sets. Much of the curriculum basis for decision-making at GHS in that department and development will take key components of learning theory and effective best teaching practices from the iNACOL 2018 review of effective teaching operating within a competency-based

curriculum. Such elements as Mastery over content, Evidence-Based grading and Pacing recommendations, Valuing qualitative over quantitative experiences, and Spiraling methodology for scaffolding and contextualizing learning as it moves towards summative assessment. This research also supports and addresses significant points about creating a community of culturally-responsive citizens. The cultural-responsive component at GHS centers around rural and increasing leadership roles for rural women in STEM as well as becoming culturally sensitive to the complexities for global issues surrounding water and food resources. Casey, Katherine. ( November, 2018). Moving Toward Mastery: Growing, Developing and Sustaining Educators for Competency-Based Education. Aurora Institute. Retrieved from:

<https://www.inacol.org/resource/moving-toward-mastery-growing-developing-and-sustaining-educators-for-competency-based-education/>

5 Reading and Writing across the Curriculum (RAC and WAC) have been instrumental in revising at the department level how introductory college classes prepare students to work as undergraduates. Students learn different modes for reading and writing that they can put into practice at all levels of comprehension in both the workplace environment and the academic sphere. Lately, the complete overhaul in the last decade at the college level within introductory English, Math, and Science courses, has caught some momentum for secondary schooling, especially since the CORE curriculum has been adopted by states. This Washington Post Article reveals how individual schools are paying attention. TGHS curricular path design with PBL embedded will only push this integration more seamlessly in preparing students for future work in their fields. Professional Development Training is available with the local ISD and will be implemented with lead teachers before the opening date. Brown, Emma. (December, 14, 2015). In this High school, reading and writing happens in every class, even math and chemistry. *The Washington Post*. Retrieved from:

[https://www.washingtonpost.com/local/education/in-this-high-school-reading-and-writing-happens-in-every-class-even-math/2015/12/14/c7a39248-9d26-11e5-bce4-708fe33e3288\\_story.html](https://www.washingtonpost.com/local/education/in-this-high-school-reading-and-writing-happens-in-every-class-even-math/2015/12/14/c7a39248-9d26-11e5-bce4-708fe33e3288_story.html)

6 Building a teacher-training partnership with a state teaching university can have mutual benefits for Charter schools. One benefit is that teachers during an internship year have already moved beyond their student teaching and are ready for the first year of employment. The Internship year, that some university educational programs require, provides a supportive year with a network of university support while earning credit and further endorsement during a full-time teaching assignment. Partner schools are able to hire a motivated, innovative teacher at a stipend rate, since the teacher is earning credits toward certification at the university while being employed at a school partnering site. Lead teachers can support the growth of the Intern (not a student teaching project) as would a lead teacher taking on the novice hirees. This is mutually beneficial, as universities need innovative sites for their interns to develop and site schools can save half of a

teacher's first-year salary by providing the stipend. Also, many interns have had such positive experiences that a commitment from both parties earns the novice Intern a full-time position the following year. It is an economical and socially-responsible move in education. Office of the Registrar: *Graduate Certificate-Requirements for Teacher Certification. Program 6704 Teaching Cert Internship Year.* (2020). Michigan State University. Retrieved from: <https://reg.msu.edu/AcademicPrograms/ProgramDetail.aspx?Program=6704>



**ADMINISTRATIVE ASSISTANT - MIDDLE SCHOOL**  
2021-2022 Academic Year

The Administrative Assistant works under the supervision of the Head of School and performs a variety of administrative assistant duties.

**Duties and Responsibilities**

- Greets and assists visitors, staff and students; answers telephones, and makes appointments. Performs duties involving effective communication within the building and community.
- Responsible for pupil accounting and daily attendance.
- Establishes, maintains and updates office files as necessary.
- Sorts and distributes mail.
- Operates and maintains standard office equipment. Schedules service calls.
- Maintains and orders school office supplies.
- Monitors and verifies accounting for building and individual teachers. Makes deposits for school sponsored activities.
- Manages site budget at the request of the Head of School.
- Handles purchase cards and reconciles credit card statements.
- Assists with lockdown and other emergency situations.
- Monitors students sent to the office and manages student sign-in/sign-out.
- Administers assistance to ill and injured students.
- Performs other duties as assigned.

**Professional Qualifications**

Required:

- College degree and/or previous relevant work experience required.
- Knowledge of computers and technology (experience with Excel).
- Ability to type a minimum of 40 wpm accurately.
- Excellent organizational skills with emphasis on details and time management, as well as public relations skills.
- Ability to deal with minor injuries.
- Knowledge of math and basic accounting principles.
- Dependable, reliable, and protective of sensitive/confidential information.

Preferred:

- CPR and first aid.

**Location:** The Greenspire School (High School)

**Work Schedule:** 25 hours per week/12 months; 8:00 am - 1:00 pm

**Hourly Rate:** \$15.00/hour; not benefit eligible

**Start Date:** August 9, 2021

Please apply online at <https://greenspire-school.prismhr-hire.com/>

*Please include a cover letter, resume, and list of professional references in PDF format.*

*The deadline to apply is **Friday, July 23, 2021 at 4:00 pm***



## **Head of School** **High School**

### **Job Description**

Title: Head of School

Location: High School

Reports To: Superintendent

Employment Status: Full Time (12 months)

Position Start Date: June 2021

Salary: \$80,000, plus benefits

#### **Qualifications:**

1. State of Michigan teaching certificate, secondary preferred.
2. State of Michigan School Administrator Certificate.
3. Demonstrates a sincere desire to aid all students.

#### **General Description:**

The Greenspire School is excited to launch our new high school, complementing our existing middle school program. We are seeking a dynamic, experienced, and focused administrator to lead the launch and growth of the high school. The high school will open to 9th grade and 10th grade students in the fall of 2021 at the Northwestern Michigan College University Center building.

The founding Head of School is charged with the comprehensive responsibility for all activities involving students and faculty. This individual serves as the educational leader, responsible for managing the policies, regulations, and procedures to ensure that all students are supervised in a safe learning environment that meets the approved curricula and mission of the school.

Inherent in the position are the responsibilities for scheduling, educational programming, extracurricular activities, personnel management, communications, emergency procedures, and facility operations.

#### **Essential Functions:**

1. Establish and promote high standards and expectations for all students and staff for academic performance and responsibility for behavior.
2. Maintain congruence between the school's board-approved mission statement and all activities of the high school.
3. Act as the educational leader of the high school, responsible for its day-to-day operation; direct the activities of the members of the school instructional and non-instructional staff in the performance of their duties.

4. Function as the chief articulator of the high school's programs, expectations, behavioral guidelines, and other information necessary to ensure that all constituencies are fully informed consistent with their individual roles.
5. Observe, supervise, and evaluate the faculty in the development and implementation of curriculum; to supervise the teaching process, and to review and evaluate the academic programs.
6. Ensure compliance with legal requirements of government regulations and agencies; to maintain the educational standards established by the State of Michigan and by those agencies that examine and accredit the school.
7. Make recommendations to the superintendent regarding the hiring and retention, and the assignment of faculty.
8. Establish programs for the orientation of new teachers, for in-service training of all teachers, and for the evaluation of classroom teachers, to ensure that teachers are familiar with and adhere to school policies in all areas of the school operation.
9. Conduct regular meetings with faculty which will deal both with routine school matters and with the stimulating exchange of ideas on issues of educational/philosophical interest and concern.
10. Oversee the coordination of the co-curricular and extra-curricular activity programs of the school; assist in the planning and the presentation of school assemblies and programs; assist in maintaining a comprehensive calendar of school events; keep the entire school community informed of various school programs and activities.
11. Provide for the academic guidance of students; maintain complete academic records on all students; oversee the grading and the reporting of standards and methods used by teachers in measuring student achievement.
12. Be responsible for establishing guidelines for proper student conduct and dress; maintain student discipline consistent with school policies; monitor students' adherence to established school rules; maintain accurate records of student attendance and citizenship.
13. Prepare a master school class schedule and assign teachers and students to classes and other obligations.
14. Assist in the admission process for the testing, interviewing, and evaluating of applicants for enrollment.

**Other Duties and Responsibilities:**

1. Serve as a role model for students in how to conduct themselves as citizens and as responsible, intelligent human beings.
2. Help instill in students the belief in and practice of ethical principles and democratic values.
3. Perform other duties as assigned by the superintendent.

Interested candidates must apply online at <https://greenspire-school.prismhr-hire.com/> by Friday, March 12th at 4:00 pm.

*For questions, please contact:*

Robert Walker, EdS  
Superintendent  
robert.walker@greenspireschool.org





# High School Administrative Assistant

## Job Description

Title: High School Administrative Assistant

Location: High School

Reports To: Head of School

Employment Status: Full Time/10 month

Position Start Date: August 16 (with possible supplemental duties prior to start date)

Base Salary: \$26,870, plus benefits

### Qualifications:

1. A Grade 12 diploma from a recognized institution
2. A minimum of one year office or administrative assistant experience
3. Advanced knowledge of business English, spelling and punctuation.
4. Demonstrated knowledge in the operation of office equipment, such as the following: multi-line telephone, photocopier, computer, printer, laminator.
5. Demonstrated knowledge of office methods and procedures used in maintaining an office.
6. Proficiency in the operation of computers, word processing applications and additional software comparable to those currently used in the school division.
7. Minimum keyboarding speed of 50 wpm.

### General Description:

The Greenspire School is excited to launch our new high school, complementing our existing middle school program. The high school will open to 9th grade and 10th grade students in the fall of 2021 at the Northwestern Michigan College University Center building. We are seeking a dynamic, efficient, and experienced Administrative Assistant who will ensure a successful first year of operation, and into the future, at this new division of The Greenspire School.

The School Administrative Assistant assists with the smooth operation of the school alongside the Head of School.

### Essential Functions:

1. Perform receptionist duties: greet visitors and parents, answer their questions and direct them to appropriate offices and meeting rooms; answer the telephone, ascertain the nature of the caller's business; provide information or direct inquiries, as required.
2. Perform various computer, word processing, typing responsibilities and written communication skills, such as: forms, school programs, correspondence, student handbooks, school communication, newsletters, schedules and a variety of reports.



3. Perform clerical duties such as mail distribution, collating, filing, recording, sorting, duplicating, laminating and related duties.
4. Operate computer-based programs for accounting, student and personnel information.
5. Enter/maintain data and generate reports in the student information system, accounting and administrative system, as required by the Head of School.
6. Perform the financial functions required to maintain school financial records. This can include petty cash distribution, record keeping, and global budget information under the general supervision of the Head of School.
7. Complete purchase orders for office and school supplies for authorization, check orders received and distribute to appropriate staff, and maintain an inventory of office supplies.
8. Relay information using varying medium to staff, students, and the general public.
9. Be knowledgeable about and supportive of administrative procedures and directives.
10. Deal tactfully with staff, students, parents and the public.
11. Respond to requests for transcripts of grades or for a record of previous attendance at the school, as directed by the Head of School.
12. Follow up on student attendance and absentees by phone.
13. Make appropriate provisions to arrange and track substitute teachers.
14. Arrange drivers for extra trips as required by the Head of School.
15. Distribute student messages, as required.
16. Schedule parent-teacher interviews and assist with school functions, as required.
17. Provide minor first aid as required.
18. Where applicable complete online submission and maintenance of records for students in regards to entry/withdrawals; registration of classes for teachers and students; grade submission at the end of the grade period; printing transcripts for proofing and making necessary corrections.
19. Assign lockers to students as directed by the Head of School.
20. Distribute and collect textbooks as directed by the Head of School.

**Other Duties and Responsibilities:**

1. Serve as a role model for students in how to conduct themselves citizens and as responsible, intelligent human beings;
2. Engage in lifelong learning with respect to training, in-services and courses of study;
3. Help instill in students the belief in and practice of ethical principles and democratic values;
4. Conduct oneself in a manner appropriate to an educational institution that provides services to children; and
5. Conduct other duties related to the Administrative Assistant's duties as assigned by the Head of School.





# High School Curriculum Coordinator

## Job Description

**Title:** High School Curriculum Coordinator

**Location:** High School

**Reports To:** Head of School

**Employment Status:** .75 Time/School Year. Potential of full time position (additional .25 teaching) with MC, MX, FF, SM, LZ, LX, and/or LQ endorsements.

**Position Start Date:** August 16, 2021

**Base Salary:** \$49,725 (Additional salary potential based on experience, and benefits with .25 teaching)

### Qualifications:

1. Valid driver's license
2. State of Michigan secondary teaching certification
3. Demonstrates a sincere desire to aid all students
4. Understands differentiation in the context of learning and collaborative curricular mapping

### General Description:

The Greenspire School is excited to launch our new high school, complementing our existing middle school program. We are seeking a dynamic, experienced, and focused Curriculum Coordinator with experience in project-based learning. The high school will open to 9th grade and 10th grade students in the fall of 2021 at the Northwestern Michigan College University Center building.

This individual will work with instructors and administrators to help students learn subject matter and skills which will lead toward the fulfillment of their potential for intellectual, emotional, and psychological growth. This individual directs and evaluates the learning experiences of the students in activities sponsored by the school utilizing the Curriculum Framework developed for GHS.

### Essential Functions:

1. Help teachers develop project-based learning opportunities
2. Oversee the implementation of the curriculum and suggest recommendations for correcting overlaps/gaps, and extend or expand the current GHS Curriculum Frame
3. Assist faculty in developing a uniform, detailed curriculum
4. Assist teachers in matching appropriate assessment instruments to curriculum objectives



# THE GREENSPIRE HIGH SCHOOL

5. Build networks for Apprenticeship opportunities related to the Pathways, local, State, National, and International
6. Assure uniformity in assessment, parent reporting, and academic standards
7. Chair curriculum committee meetings
8. Suggest methods for integrating instruction, cross-grade units, etc.
9. Serve as a resource for faculty, recommending workshops, speakers, programs, school observations, etc.
10. Meet regularly with faculty to keep them informed of current trends/research in curriculum and instruction
11. Make recommendations to the Head of School regarding problems or concerns relating to curriculum
12. Establish and maintain curriculum resources for staff
13. Oversee the school-wide standardized testing program

## **Other Duties and Responsibilities:**

1. Serve as a role model for students in how to conduct themselves citizens and as responsible, intelligent human beings;
2. Engage in lifelong learning with respect to training, in-services and courses of study;
3. Help instill in students the belief in and practice of ethical principles and democratic values; and
4. Conduct other duties related to the instructor's duties as assigned by the Head of School.



**0.5 FTE TECHNOLOGY AND DIGITAL ARTS INSTRUCTOR**  
2021-2022 Academic Year

**Summary**

The Greenspire School offers a unique educational program for high school students based on purposeful connections between individuals, communities, and the environment. Under the direction of the Head of School, the Technology and Digital Arts instructor will plan and deliver course instruction for high school students. Additionally, the Technology and Digital Arts instructor will collaborate with other instructors to design project-based learning units that connect to multiple disciplines and/or real-world issues.

**Duties and Responsibilities**

- Strives to align curriculum and instruction with the philosophy of the school and the current Michigan standards.
- Creates a student-centered, project-based learning environment.
- Translates lesson plans into learning experiences to best utilize the available time for instruction.
- Develops lesson plans and instruction to adapt the curriculum to the needs of each student.
- Ability to use information technology to enhance learning and to enhance personal and professional productivity.
- Communicates with parents through conferences and other means to discuss student's progress.
- Supervises students in out-of-classroom activities during the assigned working day, including a small-group advisory.
- Participate in school development and curriculum activities.

**Professional Qualifications**

Required:

- Bachelors degree or higher in Education
- Valid Michigan Teaching Certificate in one of the following certifications:
  - LQ (Visual Arts); NP (Educational Technology); GQ (Business, Management, Marketing and Technology); BA (English with a passion for digital arts/tech); BX (Language Arts with a passion for digital arts/tech); RX (Social Studies with a passion for digital arts/tech)
- Valid state licensing to meet Highly Qualified requirement

Preferred:

- Experience with Project-Based Learning (PBL) and/or outdoor learning

**Location:** The Greenspire School (High School)

**Salary:** \$18,571 Bachelors; \$20,571 Masters

**Start Date:** August 16, 2021

Please apply online at <https://greenspire-school.prismhr-hire.com/>

*Please include a cover letter, resume, certificate and list of professional references in PDF format*

The deadline to apply is **Wednesday, July 21, 2021 at 4:00 pm**



# High School Mathematics and Science Instructor

## Job Description

**Title:** High School Mathematics and Science Instructor

**Location:** High School

**Reports To:** Head of School

**Employment Status:** Full Time/School Year

**Position Start Date:** August 16, 2021

**Base Salary:** \$37,902, plus benefits

### Qualifications:

1. Valid driver's license
2. Appropriate State of Michigan teaching certifications. Preferred: DI (Integrated Science) and EX (Integrated Math)
3. Demonstrates a sincere desire to aid all students
4. Understands differentiation in the context of learning and collaborative curricular mapping

### General Description:

The Greenspire School is excited to launch our new high school, complementing our existing middle school program. We are seeking a dynamic, experienced, and focused educator with experience in project-based learning. The high school will open to 9th grade and 10th grade students in the fall of 2021 at the Northwestern Michigan College University Center building.

This individual will help students to learn subject matter and skills which will lead toward the fulfillment of their potential for intellectual, emotional, and psychological growth. This individual directs and evaluates the learning experiences of the students in activities sponsored by the school and intentionally developed to prepare students for apprenticeship, experiential STEM-based learning.

### Essential Functions:

1. Ensure pupils achieve learning outcomes by instructing students through a Project-Based Learning approach, and regularly prepare lesson plans that are engaging and incorporate the school's mission and initiatives into the GHS Curriculum STEM-based PBL Framework
2. Attend staff development events to improve skills and receive help and feedback from colleagues
3. Maintain records as required school policy



4. Regularly communicate with parents and legal guardians regarding child's performance, track and record student progress and keep records up to date for progress reports and report card conferences
5. Review curriculum needs and execute plans for improvement, and provide tutoring and additional support
6. Cooperate with special needs programs, i.e., special education, gifted and talented, and so forth; endeavor to make provisions for individual differences in students
7. Establish and enforce rules for behavior and policies and procedures to maintain order among students
8. Spend time with STEM Learning in an outdoor setting
9. Attend school events to better understand student interest and personalities outside of the regular classroom, build strong relationships with your students and aid in the strengthening of their self-confidence while inspiring them to achieve high goals
10. Refer attendance, health, and psychological/emotional problems to the Head of School.
11. Assist in the selection of textbooks, equipment, and other instructional materials
12. Accept a share of responsibility for committees and co-curricular activities as assigned
13. Actively contribute to all faculty meetings (seminars, conferences, workshops, planning sessions, so forth) as required unless excused by the Head of School

**Other Duties and Responsibilities:**

1. Serve as a role model for students in how to conduct themselves citizens and as responsible, intelligent human beings;
2. Engage in lifelong learning with respect to training, in-services and courses of study;
3. Help instill in students the belief in and practice of ethical principles and democratic values; and
4. Conduct other duties related to the instructor's duties as assigned by the Head of School





# High School Physical Education and Health Instructor

## Job Description

**Title:** Physical Education and Health Instructor

**Location:** High School

**Reports To:** Head of School

**Employment Status:** Half Time/School Year

**Position Start Date:** August 16, 2021

**Base Salary:** \$18,951

### Qualifications:

1. Valid driver's license
2. Appropriate State of Michigan teaching certification. Preferred: MC (Health and Physical Education) or MX (Health, Physical Education, Recreation and Dance)
3. Demonstrates a sincere desire to aid all students
4. Understands differentiation in the context of learning and collaborative curricular mapping

### General Description:

The Greenspire School is excited to launch our new high school, complementing our existing middle school program. We are seeking a dynamic, experienced, and focused educator with experience in project-based learning. The high school will open to 9th grade and 10th grade students in the fall of 2021 at the Northwestern Michigan College University Center building.

This individual will help students to learn subject matter and skills which will lead toward the fulfillment of their potential for intellectual, emotional, and psychological growth. This individual directs and evaluates the learning experiences of the students in activities sponsored by the school and intentionally developed to prepare students for apprenticeship, experiential STEM-based learning.

### Essential Functions:

1. Ensure pupils achieve learning outcomes by instructing students through a Project-Based Learning approach, and regularly prepare lesson plans that are engaging and incorporate the school's mission and initiatives into the GHS Curriculum STEM-based PBL Framework
2. Attend staff development events to improve skills and receive help and feedback from colleagues
3. Maintain records as required school policy



4. Regularly communicate with parents and legal guardians regarding child's performance, track and record student progress and keep records up to date for progress reports and report card conferences
5. Review curriculum needs and execute plans for improvement, and provide tutoring and additional support
6. Cooperate with special needs programs, i.e., special education, gifted and talented, and so forth; endeavor to make provisions for individual differences in students
7. Establish and enforce rules for behavior and policies and procedures to maintain order among students
8. Spend time with STEM Learning in an outdoor setting
9. Attend school events to better understand student interest and personalities outside of the regular classroom, build strong relationships with your students and aid in the strengthening of their self-confidence while inspiring them to achieve high goals
10. Refer attendance, health, and psychological/emotional problems to the Head of School.
11. Assist in the selection of textbooks, equipment, and other instructional materials
12. Accept a share of responsibility for committees and co-curricular activities as assigned
13. Actively contribute to all faculty meetings (seminars, conferences, workshops, planning sessions, so forth) as required unless excused by the Head of School

**Other Duties and Responsibilities:**

1. Serve as a role model for students in how to conduct themselves citizens and as responsible, intelligent human beings;
2. Engage in lifelong learning with respect to training, in-services and courses of study;
3. Help instill in students the belief in and practice of ethical principles and democratic values; and
4. Conduct other duties related to the instructor's duties as assigned by the Head of School



**0.5 FTE HIGH SCHOOL SPANISH INSTRUCTOR**  
2021-2022 Academic Year

**Summary**

The Greenspire School offers a unique educational program for high school students based on purposeful connections between individuals, communities, and the environment. Under the direction of the Head of School, the Spanish instructor will plan and deliver course instruction for high school students. Additionally, the Spanish instructor will collaborate with other instructors to design project-based learning units that connect to multiple disciplines and/or real-world issues.

**Duties and Responsibilities**

- Strives to align curriculum and instruction with the philosophy of the school and the current Michigan standards.
- Creates a student-centered, project-based learning environment.
- Translates lesson plans into learning experiences to best utilize the available time for instruction.
- Develops lesson plans and instruction to adapt the curriculum to the needs of each student.
- Ability to use information technology to enhance learning and to enhance personal and professional productivity.
- Communicates with parents through conferences and other means to discuss student's progress.
- Supervises students in out-of-classroom activities during the assigned working day, including a small-group advisory.
- Participate in school development and curriculum activities.

**Professional Qualifications**

Required:

- Bachelors degree or higher in Education
- Valid Michigan Teaching Certificate with Spanish endorsement (FF preferably)
- Valid state licensing to meet Highly Qualified requirement

Preferred:

- Experience with Project-Based Learning (PBL) and/or outdoor learning

**Location:** The Greenspire School (High School)

**Salary:** \$18,571 Bachelors; \$20,571 Masters

**Start Date:** August 16, 2021

Please apply online at <https://greenspire-school.prismhr-hire.com/>

*Please include a cover letter, resume, certificate and list of professional references in PDF format*

The deadline to apply is **Wednesday, July 21, 2021 at 4:00 pm**





**1.0 FTE HIGH SCHOOL SPECIAL EDUCATION INSTRUCTOR**  
2021-2022 Academic Year

**Summary**

The Greenspire School offers a unique educational program for high school students based on purposeful connections between individuals, communities, and the environment. Under the direction of the Head of School, the Special Education instructor will plan and deliver course instruction for high school students. Additionally, the Special Education will collaborate with other instructors to design project-based learning units that connect to multiple disciplines and/or real-world issues.

**Duties and Responsibilities**

- Strives to align curriculum and instruction with the philosophy of the school and the current Michigan standards.
- Creates a student-centered, project-based learning environment.
- Translates lesson plans into learning experiences to best utilize the available time for instruction.
- Develops lesson plans and instruction to adapt the curriculum to the needs of each student.
- Ability to use information technology to enhance learning and to enhance personal and professional productivity.
- Communicates with parents through conferences and other means to discuss student's progress.
- Supervises students in out-of-classroom activities during the assigned working day, including a small-group advisory.
- Participate in school development and curriculum activities.

**Professional Qualifications**

Required:

- Bachelors degree or higher in Education
- Valid Michigan Teaching Certificate with Special Education endorsement (SM preferably)  
Valid state licensing to meet Highly Qualified requirement

Preferred:

- Experience with Project-Based Learning (PBL) and/or outdoor learning

**Location:** The Greenspire School (High School)

**Salary:** \$37,902 to \$45,652

**Start Date:** August 16, 2021

Please apply online at <https://greenspire-school.prismhr-hire.com/>

*Please include a cover letter, resume, certificate and list of professional references in PDF format*

The deadline to apply is **Wednesday, July 21, 2021 at 4:00 pm**



# High School English and Social Studies Instructor

## Job Description

**Title:** High School English and Social Studies Instructor

**Location:** High School

**Reports To:** Head of School

**Employment Status:** Full Time/School Year

**Position Start Date:** August 16, 2021

**Base Salary:** \$37,902, plus benefits

### Qualifications:

1. Valid driver's license
2. Appropriate State of Michigan teaching certification. Preferred: BA (English) or BX (Language Arts) and RX (Social Studies)
3. Demonstrates a sincere desire to aid all students
4. Understands differentiation in the context of learning and collaborative curricular mapping

### General Description:

The Greenspire School is excited to launch our new high school, complementing our existing middle school program. We are seeking a dynamic, experienced, and focused educator with experience in project-based learning. The high school will open to 9th grade and 10th grade students in the fall of 2021 at the Northwestern Michigan College University Center building.

This individual will help students to learn subject matter and skills which will lead toward the fulfillment of their potential for intellectual, emotional, and psychological growth. This individual directs and evaluates the learning experiences of the students in activities sponsored by the school and intentionally developed to prepare students for apprenticeship, experiential STEM-based learning.

### Essential Functions:

1. Ensure pupils achieve learning outcomes by instructing students through a Project-Based Learning approach, and regularly prepare lesson plans that are engaging and incorporate the school's mission and initiatives into the GHS Curriculum STEM-based PBL Framework
2. Attend staff development events to improve skills and receive help and feedback from colleagues
3. Maintain records as required school policy



4. Regularly communicate with parents and legal guardians regarding child's performance, track and record student progress and keep records up to date for progress reports and report card conferences
5. Review curriculum needs and execute plans for improvement, and provide tutoring and additional support
6. Cooperate with special needs programs, i.e., special education, gifted and talented, and so forth; endeavor to make provisions for individual differences in students
7. Establish and enforce rules for behavior and policies and procedures to maintain order among students
8. Spend time with STEM Learning in an outdoor setting
9. Attend school events to better understand student interest and personalities outside of the regular classroom, build strong relationships with your students and aid in the strengthening of their self-confidence while inspiring them to achieve high goals
10. Refer attendance, health, and psychological/emotional problems to the Head of School.
11. Assist in the selection of textbooks, equipment, and other instructional materials
12. Accept a share of responsibility for committees and co-curricular activities as assigned
13. Actively contribute to all faculty meetings (seminars, conferences, workshops, planning sessions, so forth) as required unless excused by the Head of School

**Other Duties and Responsibilities:**

1. Serve as a role model for students in how to conduct themselves citizens and as responsible, intelligent human beings;
2. Engage in lifelong learning with respect to training, in-services and courses of study;
3. Help instill in students the belief in and practice of ethical principles and democratic values; and
4. Conduct other duties related to the instructor's duties as assigned by the Head of School



**SCHEDULE 7-4**

Grand Valley State University shall evaluate the success of the Academy by considering multiple areas of performance. Criteria that the Grand Valley State University Charter Schools Office will use in its evaluation shall include, but not be limited to, the performance of the Academy in the areas of student performance, board governance, organizational performance, compliance reporting, facility conditions, fiscal strength and reporting and other pertinent performance data, as required by federal and state law, the authorizing contract, or desired by the authorizer for review.

Included in this evaluation shall be the requirements of Article VI Section 6.5 of the authorizing agreement, which states:

Section 6.5. Methods of Accountability and Pupil Assessment. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. The Academy shall also assess pupil using all applicable testing that the Code or the Contract requires. The Academy shall provide the University Charter Schools Office with copies of reports, assessments, and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

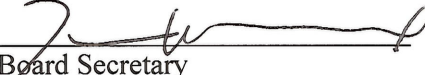
The University Board may use such reports, assessments and test results in making its decision to suspend, terminate, or not issue a new contract at the end of the Contract, or revoke the Contract.

Date: 5/17/21

  
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Greenspire School Board of Directors at a properly noticed open meeting held on the 17 day of May, 2021, at which a quorum was present.

  
Board Secretary

# The Greenspire School 2021-2022 Calendar – Revised 2/19/21

AUGUST 2021						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

16-17 Teacher Planning  
30-31 Teacher Planning

FEBRUARY 2022						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

18 Half Day; Teacher Planning Day

SEPTEMBER 2021						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

1-2 Teacher Planning  
6 Labor Day  
7 First Day of School / Half Day; Pot Luck to Follow

MARCH 2022						
8	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

11 Half Day; Teacher Planning Day (MS/HS)  
24 End of 3<sup>rd</sup> Quarter  
25-31 Spring Break

OCTOBER 2021						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

15 Half Day; Teacher Planning Day (MS/HS)

APRIL 2022						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

1 Spring Break  
14 Parent Conf (evening)  
15 No School; Good Friday; Parent Conf (afternoon)

NOVEMBER 2021						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

5 End of 1<sup>st</sup> Quarter  
11 Parent Conf (evening)  
12 Parent Conf (afternoon)  
24-26 Thanksgiving Break  
29 No School; Teacher Planning Day

MAY 2022						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

13 Half Day; Teacher Planning Day  
30 Memorial Day; No School

DECEMBER 2021						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

10 Half Day; Teacher Planning Day  
20-31 Winter Break

JUNE 2022						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

17 End of 2<sup>nd</sup> Semester  
17 Half Day; Last Day of School; Pot Luck to Follow  
20 Teacher Planning Day  
20-22 Potential Make-Up Days For Inclement Weather

JANUARY 2022						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

3 School Resumes  
17 No School, MLK Day  
21 End of 1<sup>st</sup> Semester; Half Day  
24 No School; Records Day for Teachers

## Calendar Key

- No School/Holiday
- No School/Staff In-Service
- Half Day
- Last Day of Quarter

[www.greenspireschool.org](http://www.greenspireschool.org)

180 days

## Schedule 7-7

The Academy may operate grades 6-12 to age appropriate students.



July 12, 2021

To Whom It May Concern:

The Greenspire High School is located at 2200 Dendrinos Drive, Traverse City, Michigan 49684. The building is University Center of Northwestern Michigan College. The Greenspire High School will occupy the 2nd floor, which has eight classrooms and one main office space. We have an exclusive lease to the space and no space will be shared with outside groups.

Sincerely,

Robert Walker, EdD  
Superintendent  
Head of School - Middle School

## NMC & GREENSPIRE EDUCATIONAL PROPERTY LEASE

This lease (“Lease”) is entered into on the Effective Date stated below between **NORTHWESTERN MICHIGAN COLLEGE**, an educational institution (“Lessor” or “NMC”), and the **GREENSPIRE SCHOOL**, an educational institution (“Lessee” or “Greenspire”) (collectively the “Parties”).

### RECITALS

- A. NMC is a publicly funded community college serving people, organizations and businesses throughout northwestern Michigan.
- B. Greenspire is an educational institution which provides educational opportunities for students based on purposeful connections between individuals, communities, and the environment.
- C. Greenspire is seeking to expand its educational opportunities, and mission, to reach high school students.
- D. NMC currently operates and maintains property located at 2200 Dendrinos Drive, Traverse City, Michigan 49684 (“University Center”).
- E. The ability of Greenspire to operate a middle school and/or high school out of the University Center will benefit NMC, and the community, by providing NMC with a reliable tenant at the University Center while expanding educational opportunities in the community.
- F. By operating out of the University Center, Greenspire will have access to classroom space, while also gaining close proximity to the Traverse Area Recreational Trail, the Boardman Lake, and the Boardman River, all of which can be utilized as a part of Greenspire’s educational mission.

### TERMS

1. **Premises.** Lessor leases to Lessee classrooms 211, 212, 213, 214, 215, 216, and 217 located in the University Center (“Classroom Space”; see Exhibit A, Floor Plan, attached to this Lease) in the first year of this Lease. In addition, Lessor and Lessee agree that classrooms 218 and 219 located in the University Center shall be added as Classroom Space in the second, third, and (if the Option is exercised per the Section 6), the fourth year of this Lease, with the cost adjusted according to rental rate described in Section 3. In addition to the Classroom Space, Lessee shall have the right to reasonable use of the University Center’s parking lot, trash receptacles, and common areas (e.g. bathrooms, hallways, etc.). Collectively, the areas available to Greenspire shall be referred to as the “Premises”.



2. **Term.** The initial term of this Lease shall be three (3) years commencing on June 1, 2021 (the “Commencement Date” or the “Delivery Date”).
3. **Rent.** During the first two years of this Lease, Lessee shall pay Lessor rent of \$11.50 per square foot of Classroom Space rented, payable in equal monthly installments commencing on the Commencement Date. During the third and optional fourth year (described below), Lessee shall pay Lessor rent of \$12.00 per square foot of Classroom Space rented, payable in monthly installments.

The square footage of the rooms and a cost breakdown is provided in Exhibit B to this Lease.

Monthly installments of rent shall be due and payable in advance. If the Commencement Date is other than the first day of a calendar month, the monthly installment for the partial first calendar month shall be prorated on a daily basis and paid on the Commencement Date. In addition to rent, for Lessor’s expenses associated with the Premises, Lessee agrees to pay an access fee of \$12,000 for the first year of the lease and \$7,500 for the second, third, and fourth years. The access fee shall be paid by June 1 of each year. The access fee is separate, and in addition to, rent.

4. **Signs.** Subject to all ordinances, regulations and laws, Lessee, at its sole expense, may install signage identifying Lessee’s business on the Premises. Lessee agrees that it shall not install any signage without prior written approval from Lessor. Lessor and Lessee agree that approval of signage design, size, and lighting shall be at Lessor’s sole discretion. Maintenance and repair of all signage is the Lessee’s responsibility. The Parties agree that they shall work together to make certain any signage is mutually acceptable.
5. **Acceptance of occupancy.** Lessee shall commence occupancy of the Premises on the Delivery Date and begin payment of rent as called for by this Lease. Lessee has inspected the Premises, finds them in good order and repair, acceptable for Lessee’s intended use of the Premises, and accepts the Premises “as is” as of the Delivery Date. Notwithstanding the above, Lessor represents and warrants that the Premises as of the Delivery Date shall be in full compliance with all applicable building and construction codes, zoning, fully compliant with Barrier Free and ADA requirements and may be lawfully used by Lessee to operate its business at the Premises.
6. **Options.** Lessee shall have an option to renew this Lease on the expiration of the initial three (3) year term of the Lease for an additional year (the 4<sup>th</sup> year) by giving written notice of renewal to Lessor 180 days before the Lease (or its extended term) expires. The renewal shall be on the terms and conditions as stated in this Lease.

7. **Vacation of Premises.** Upon the expiration or the termination of the term of this Lease, or any extension of the term in accordance herewith, Tenant shall quit and surrender the Premises to Landlord in good order and broom clean condition, ordinary wear and damage by the elements excepted; Any property of Tenant or of anyone claiming under Tenant which shall remain on the Premises after the expiration or termination of the Lease term, shall be deemed to have been abandoned by Tenant, and either may be removed by Landlord as its property or may be disposed of in such manner as Landlord may see fit, and Landlord shall not be responsible for the same.
8. **Use.** The Premises are to be used and occupied by Lessee for the operation of a public charter high school which provides educational opportunities for students based on purposeful connections between individuals, communities, and the environment and for no other purpose without the prior written consent of Lessor. No activity shall be conducted on the Premises that does not comply with local laws, ordinances, and regulations.
9. **Non-Discrimination.** The Parties will not discriminate against any employee, or student, because of race, color, religion, national origin, age, sex, height, weight, marital status, physical or mental disability, family status, sexual orientation, gender identity, or any other characteristic protected by law.
10. **Expenses.** NMC shall be responsible for all utilities, taxes, and outside maintenance costs and expenses associated with the University Center (e.g. snow removal, lawn maintenance, trash removal).
11. **Repairs and maintenance.** Lessor shall be responsible for the exterior of the University Center's Building, including walls, roof, subsurface walls, and sub-floor. However, any maintenance, repairs, or replacement for the Building that are caused by the negligence or intentional acts of Lessee shall be the responsibility of Lessee to maintain, repair, or replace. Lessor shall maintain in good condition the sidewalk, parking lot and exterior property wall and shall regularly sweep the exterior areas and pick up any trash or debris in the area, and during the winter months shall keep the sidewalk and parking lot clear of snow and ice.
12. **Parking lot.** Lessor shall be responsible for parking lot maintenance.
13. **Surrender of Premises.** Lessee shall surrender the Premises to Lessor at the expiration of this Lease in the same condition as at the Delivery Date, excepting normal wear and tear.
14. **Entry and inspection.** Lessor's agents shall have the right to enter on the Premises at reasonable times and on reasonable notice for the purpose of inspection and repair of the Premises.

15. **Taxes and assessments.** Lessor shall pay all real property taxes and assessments, if any, levied and made against the Premises. All taxes levied on the personal property owned or leased by Lessee, if any, shall be the sole responsibility of Lessee.
16. **Alterations.** Lessee may not remodel or make improvements to the Premises without Lessor's written consent. Any remodeling or improvements allowed by Lessor will be at Lessee's sole cost and expense. Any improvements constructed pursuant to this paragraph shall become the property of Lessor on the termination of this Lease.
17. **Assignment and subletting.** Lessee may not assign, sublet, or otherwise transfer or convey its interest, or any portion of its interest, in the Premises to any entity not affiliated with Lessee without the prior written consent of Lessor.
18. **Trade fixtures.** All trade fixtures and moveable equipment installed by Lessee in connection with the business conducted by it on the Premises shall remain the property of Lessee and shall be removed at the expiration of this Lease. Any and all damage caused by such removal shall be immediately repaired by Lessee. Leasehold improvements shall remain the property of the Lessor.
19. **Insurance.** Lessor shall, at its expense, insure the University Center's Building against loss or damage under a policy or policies of fire and extended coverage insurance, including additional perils. Lessee shall obtain and maintain in full force commercial general liability insurance, with Lessor named as an additional insured party, covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. Policy limits shall not be less than \$2,000,000.00 per person and \$2,000,000.00 per occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location, or, alternatively, the aggregate must be at least twice the each-occurrence limit. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Lessor. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. The insurance shall also contain a waiver of subrogation clause exempting Lessor from any liability for any insured loss. Lessee shall deliver to Lessor customary insurance certifications evidencing that the insurance is in effect at all times during the term of the Lease. The policy must further provide for notice by the insurance company to Lessor of any termination or cancellation of the policy at least 30 days in advance of that event. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured under their policies of insurance. The effect of such releases and waivers is not limited by the

amount of insurance carried or required, or by any deductibles applicable to the policies. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

20. **Lessee's liability.** All Lessee's personal property, including trade fixtures, on the Premises shall be kept at Lessee's sole risk. Lessor shall not be responsible or liable to Lessee for any loss of business or other loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the leased Premises or any part of the Building of which the leased Premises are a part or for any loss or damage resulting to Lessee or its business or property from water, gas, sewer, or steam pipes that burst, overflow, stop, or leak; from heating, cooling, or plumbing fixtures; or from electric wires or gas odors within the leased Premises from any cause. The provisions of this section shall not be interpreted to prevent Lessee from recovering any losses under the coverage provided by Lessor's fire and extended coverage insurance policy, if any losses of Lessee are covered by that policy.
21. **Destruction of Premises.** If the Premises are partially damaged or destroyed through no fault of Lessee, Lessor shall, at its own expense, promptly repair and restore the Premises. Rent shall abate in whole or in part during the period of restoration according to the amount of destruction, if the destruction was not caused by Lessee. If the Premises are totally destroyed and through no fault of Lessee or if the Premises cannot be repaired and restored within 90 days after the event of destruction, either party shall have the right to terminate this Lease, effective as of the date of the event, by giving the other party written notice of termination within 10 calendar days after the occurrence of the event. If the notice is given within that time period, this Lease shall terminate, and rent shall be adjusted between the parties to the date of the occurrence of the event. If the notice is not given within the required period, this Lease shall continue and Lessor shall repair the Premises.
22. **Mutual releases.** Lessor and Lessee, and all parties claiming under them, mutually release and discharge each other from all claims and liabilities arising from or caused by any hazards covered by insurance on the leased Premises or covered by insurance in connection with property on or activities conducted on the Premises regardless of the cause of the damage or loss. Lessor and Lessee shall each cause appropriate clauses to be included in their respective insurance policies covering the Premises waiving subrogation against the other party consistent with the mutual release in this paragraph.
23. **Condemnation.** If the Premises or any part of them are taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, this Lease shall terminate at the option of either Lessor

or Lessee, effective as of the date the public authority takes possession. Notwithstanding the above, the Lessor may only terminate this Lease if the Lessee's use of the Premises is substantially impaired as a result of such taking. All damages for the condemnation of the Premises or Building that is awarded for the taking, excluding the taking of Lessee's unamortized leasehold improvements and alterations shall be payable to and be the sole property of Lessor.

24. **Indemnity.** Lessee agrees to indemnify and hold harmless the Lessor from any and all claims, demands or liabilities of whatsoever kind or nature which in any way arise out of Lessee's use and occupancy of the Premises, whether or not such claims, demands or liabilities arose in part from the negligence of Lessor but not where any such claim, demand or liability arises from the sole negligence of Lessor. The liability of Lessee to indemnify Lessor as herein set forth shall not extend to any matter against which Lessor shall be effectively protected by insurance; provided, however, that if such liability shall exceed the amount of the effective and collectible insurance in question, the said liability of Lessee shall apply to such excess.
25. **Default and reentry.** Lessee shall be in default of this Lease, if Lessee neglects or fails to perform its obligation to pay rent when due and if payment is not received within ten (10) days of its due date; if Lessee neglects or fails to perform any other covenants in this Lease to be observed and performed on its part for ten (10) days after written notice by Lessor of the default; if Lessee makes any assignment for the benefit of creditors or a receiver is appointed for Lessee or its property; or if any proceedings are instituted by or against Lessee in bankruptcy (including reorganization) or under any insolvency laws, Lessor may reenter the Premises and seek to relet the Premises on any terms that Lessor, in its sole discretion, deems advisable. In the alternative, Lessor may terminate the Lease and seek to relet the Premises on any terms that Lessor, in its sole discretion, deems advisable. Notwithstanding any termination of the Lease by Lessor or reentry by Lessor without a termination, Lessee shall continue to be liable to Lessor for rent owed under this Lease, any rent deficiency that results from a reletting of the Premises during the term of this Lease, and the cost of reletting the Premises.

In addition to Lessor's other rights and remedies as set forth in this Lease and without waiving any of those rights, if Lessor deems any repairs necessary that Lessee is required to make or if Lessee is in default in the performance of any of its obligations under this Lease (excepting the payment of rent), Lessor may, on failure of Lessee to meet the obligation after Lessor has provided to the Lessee a ten (10) day written notice of the default which particularizes the default, make or cause repairs to be made and defaults to be cured and shall not be responsible to Lessee for any loss or damage that occurs by reason of that action, and Lessee agrees that it will immediately on demand pay Lessor's reasonable costs for curing as additional rent under this Lease.

Lessee shall have the right to terminate this Lease if, after providing a thirty (30) day notice to Lessor which notice particularizes the nature of the default, Lessor fails to cure its defaults under this Lease.

26. **Notices.** Any notice required under this Lease shall be in writing and sent by registered or certified mail, return receipt requested, to the addresses of the parties set forth in this Lease or to another address that a party substitutes by written notice; and notice shall be effective as of the date of first attempted delivery.
27. **Lessee's possession and enjoyment.** Lessee, on the payment of the rent at the time and in the manner stated above and on performance of all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the Premises for the term of this Lease.
28. **Holding over.** If Lessee does not vacate the Premises at the end of the term specified in this Lease, such holding over shall constitute a month-to-month tenancy at 150 percent of the then existing rental rate.
29. **Entire agreement.** This Agreement contains the entire agreement of the parties regarding its subject matter, and this Agreement may not be amended or modified except by a written instrument executed by the parties to this Lease.
30. **Waiver.** The failure of Lessor to enforce any covenant or condition of this Lease shall not be deemed a waiver of its right to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless the waiver is in writing.
31. **Lessor's fees and expenses.** Any fees, costs, or expenses incurred by a prevailing party enforcing the other party's obligations under this Lease, including reasonable attorney fees, shall be due and payable immediately under the Lease.
32. **Binding effect.** This Agreement shall be binding on and inure to the benefit of the parties to this Lease and their respective successors and permitted assigns.
33. **Time of the essence.** Time shall be deemed to be of the essence in the performance of this Lease.
34. **Dispute Resolution.** If the Parties have a dispute with another, the Parties will meet and confer to negotiate a resolution. They further agree as follows:
  - i. Mediation. If they are unable to resolve the dispute themselves and before formally instituting any other dispute mechanism, they shall utilize the services of a mutually acceptable neutral mediator, who meets the qualifications of MCR 2.411, to bring them together in at least one mediation session.

- ii. Arbitration. If they are unable to resolve the dispute through mediation, it shall be decided by final and binding arbitration according to the rules and procedures of Michigan's Uniform Arbitration Act being PA 371 of 2012, MCL 691.1681 et seq or as otherwise agreed to by the Parties. The Parties shall mutually agree to the selection of an arbitrator and if they are unable to agree, the arbitrator shall be appointed by the chief judge of the 13<sup>th</sup> Circuit Court. Judgment upon the arbitrator's award may be entered in Grand Traverse County Circuit Court.
  - iii. Venue. All meetings, hearings, and actions to resolve the dispute shall be in Grand Traverse County, Michigan.
  - iv. Notice. Written notice of a dispute shall be given not later than 90 days after the occurrence giving rise to the dispute becomes known or should have become known. Negotiations and mediation shall occur within 60 days after such notice. Unless a longer time is agreed upon, arbitration must be demanded within 120 days after such notice and, if not, the claim is deemed waived. Arbitration must be demanded within the time limit even if negotiation or mediation has not occurred, but the arbitrator must require the Parties to participate in at least one mediation before issuing an award.
35. **Effective date.** This Lease shall be effective as of the last dated signature below.
36. **Termination Due to Statutory Closure or Reconstitution.** Notwithstanding the foregoing, Lessee is permitted to terminate this Lease, without cost or penalty to Lessee, in the event that the Lessee is required to close a Lessee site covered by this Lease (i) pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) pursuant to a reconstitution by Lessee's authorizing body pursuant to Section 507 of the Code, MCL 380.507 or the Contract Terms and Conditions between Lessee and its authorizing body. If a termination pursuant to this paragraph occurs, Lessor shall have no recourse against Lessee or its authorizing body for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the Lessor from receiving lease payments owed prior to site closure or reconstitution, or relieve the Lessee from paying any costs or expenses owed under this Lease prior to site closure or reconstitution.

*[The remainder of this page is left blank. Signature page to follow.]*



Dated: January ~~1/27/2021~~

LESSOR

NORTHWESTERN MICHIGAN COLLEGE

*Vicki Cook*

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By: Vicki Cook

Its: Vice President of Finance and Administration

Dated: January 26, 2021

LESSEE

GREENSPIRE SCHOOL

*Yvette Babin-Ringsmuth*

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By: Yvette Babin-Ringsmuth

Its: Interim President, The Greenspire School Board of Directors

And

*Meagan Batdorff*

---

By: Meagan Batdorff

Its: Treasurer, The Greenspire School Board of Directors