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

**ISSUED BY**

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

**ISSUED TO**

**PATHWAYS GLOBAL LEADERSHIP ACADEMY  
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF**

**PATHWAYS GLOBAL LEADERSHIP ACADEMY**

**AS A**

**PUBLIC SCHOOL ACADEMY**

**DATED:  
JULY 1, 2014**

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## GENERAL INDEX

### Contract Schedules

- Schedule 1: University Board Resolutions
  - Method of Selection Resolution, dated February 12, 2013
  - Authorization Resolution, dated February 12, 2013
- Schedule 2: Articles of Incorporation
- Schedule 3: Bylaws
- Schedule 4: Fiscal Agent Agreement
- Schedule 5: Master Calendar of Reporting Requirements (MCRR)
- Schedule 6: Information To Be Provided By Academy and Educational Management Company
- Schedule 7: Academy Specific Information & Educational Program
  - Schedule 7-1: Educational Goals and Programs
  - Schedule 7-2: Curriculum
  - Schedule 7-3: Staff Responsibilities
  - Schedule 7-4: Methods of Accountability and Pupil Assessment
  - Schedule 7-5: Academy's Admission Policies and Criteria
  - Schedule 7-6: School Calendar and School Day Schedule
  - Schedule 7-7: Age/Grade Range of Pupils Enrolled
  - Schedule 7-8: Address and Description of Proposed Physical Plant; Lease or Deed for Proposed Site; and Occupancy Certificate

**TABLE OF CONTENTS**

**ARTICLE I**

**DEFINITIONS**

Section

Section 1.1	Certain Definitions.....	1
Section 1.2	Schedules .....	3
Section 1.3	Statutory Definitions.....	3
Section 1.4	Application.....	3
Section 1.5	Conflicting Contract Provisions.....	3

**ARTICLE II**

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

Section 2.1	University Board Resolutions .....	4
Section 2.2	Method for Monitoring Academy’s Compliance With Applicable Law and Performance of its Targeted Educational Outcomes.....	4
Section 2.3	University Board Administrative Fee .....	5
Section 2.4	University Board as Fiscal Agent for the Academy .....	5
Section 2.5	Authorization of Employment .....	5
Section 2.6	Financial Obligations of the Academy Are Separate From the State of Michigan, University Board and the University .....	6
Section 2.7	Academy Has No Power To Obligate or Bind State of Michigan, University Board or the University .....	6
Section 2.8	Authorizing Body Contract Authorization Process .....	6

**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.....	7
Section 3.2	Other Permitted Activities .....	7

**ARTICLE IV**

**PURPOSE**

Section 4.1	Academy’s Purpose .....	7
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**ARTICLE V**

**CORPORATE STRUCTURE OF THE ACADEMY**

Section 5.1 Articles of Incorporation.....7  
Section 5.2 Bylaws..... 7

**ARTICLE VI**

**OPERATING REQUIREMENTS**

Section 6.1 Governance Structure..... 8  
Section 6.2 Contributions and Fund Raising ..... 8  
Section 6.3 Educational Goals and Programs ..... 8  
Section 6.4 Curriculum ..... 8  
Section 6.5 Methods of Accountability ..... 8  
Section 6.6 Staff Responsibilities .....9  
Section 6.7 Admission Policy ..... 9  
Section 6.8 School Calendar/School Day Schedule ..... 9  
Section 6.9 Age/Grade Range of Pupils Enrolled..... 9  
Section 6.10 Annual Financial Audit..... 9  
Section 6.11 Address and Description of Proposed Site(s); Process for Expanding  
Academy’s Site Operations..... 9  
Section 6.12 Accounting Standards ..... 10  
Section 6.13 Placement of University Student Interns .....10  
Section 6.14 Disqualified Organizational or Contractual Affiliations.....10  
Section 6.15 Matriculation Agreements .....11  
Section 6.16 Posting of Adequate Yearly Progress (AYP) and Accreditation Status ....11

**ARTICLE VII**

**TUITION PROHIBITED**

Section 7.1 Tuition Prohibited: Fees and Expenses.....11

**ARTICLE VIII**

**COMPLIANCE WITH PART 6A OF CODE AND OTHER LAWS**

Section 8.1 Compliance with Part 6a of Code ..... 11  
Section 8.2 Compliance with State School Aid Act ..... 11  
Section 8.3 Open Meetings Act ..... 11  
Section 8.4 Freedom of Information Act ..... 11  
Section 8.5 Public Employees Relations Act..... 12  
Section 8.6 Prevailing Wage on State Contracts ..... 12  
Section 8.7 Uniform Budgeting and Accounting Act..... 12  
Section 8.8 Revised Municipal Finance Act of 2001 ..... 12  
Section 8.9 Non-discrimination .....12

Section 8.10	Other State Laws.....	12
Section 8.11	Federal Laws.....	12

**ARTICLE IX**

**AMENDMENT**

Section 9.1	Process for Amending the Contract .....	12
Section 9.2	Process for Amending Academy Articles of Incorporation.....	13
Section 9.3	Process for Amending Academy Bylaws .....	13
Section 9.4	Change in Existing Law .....	13

**ARTICLE X**

**TERMINATION, SUSPENSION AND REVOCATION**

Section 10.1	Grounds and Procedures for Academy Termination of Contract .....	13
Section 10.2	Termination by University Board .....	14
Section 10.3	Contract Suspension.....	15
Section 10.4	Statutory Grounds for Revocation .....	15
Section 10.5	Other Grounds for University Board Revocation .....	16
Section 10.6	University Board Procedures for Revoking Contract .....	17
Section 10.7	Automatic Revocation by State of Michigan.....	19
Section 10.8	Material Breach of Contract.....	20
Section 10.9	Appointment of Conservator/Trustee .....	20

**ARTICLE XI**

**PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES**

Section 11.1	Grand Valley State University Faculty Employment in the Academy .....	21
Section 11.2	The Academy Faculty Appointment to Grand Valley State University Faculty.....	21
Section 11.3	Student Conduct and Discipline.....	21
Section 11.4	Insurance .....	21
Section 11.5	Transportation .....	22
Section 11.6	Extracurricular Activities and Interscholastic Sports .....	22
Section 11.7	Legal Liabilities and Covenants Not to Sue .....	22
Section 11.8	Lease or Deed for Proposed Single Site(s) .....	23
Section 11.9	Occupancy and Safety Certificates .....	23
Section 11.10	Deposit of Public Funds by the Academy.....	23
Section 11.11	Educational Service Provider Agreements .....	23
Section 11.12	Required Provisions for Educational Service Provider Agreements .....	23
Section 11.13	Incompatible Public Offices and Conflicts of Interest Statutes .....	24
Section 11.14	Certain Familial Relationships Prohibited.....	25
Section 11.15	Dual Employment Positions Prohibited.....	25

Section 11.16	Oath of Public Office .....	25
Section 11.17	Information Available to the Public and University .....	25
Section 11.18	Authorizing Body Invitation to Apply to Convert Academy to School of Excellence .....	26

**ARTICLE XIII**

**GENERAL TERMS**

Section 12.1	Notices .....	26
Section 12.2	Severability .....	26
Section 12.3	Successors and Assigns.....	26
Section 12.4	Entire Contract .....	26
Section 12.5	Assignment .....	27
Section 12.6	Non-Waiver.....	27
Section 12.7	Indemnification.....	27
Section 12.8	Construction.....	27
Section 12.9	Force Majeure .....	27
Section 12.10	No Third Party Rights.....	27
Section 12.11	Non-agency .....	27
Section 12.12	Governing Law .....	28
Section 12.13	Counterparts.....	28
Section 12.14	Term of Contract.....	28
Section 12.15	Survival of Provisions.....	29
Section 12.16	Termination of Responsibilities.....	29
Section 12.17	Disposition of Academy Assets Upon Termination or Revocation of Contract.....	29

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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 Pathways Global Leadership Academy (the “Academy”), to be effective July 1, 2014, 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.
- 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 380.1852 of the Michigan Compiled Laws.
- i) **Contract** means, in addition to the definitions set forth in the Code, the Terms and Conditions and the Schedules.

- j) **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 11.11 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.
- k) **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.
- l) **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 11.11 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.
- m) **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.
- n) **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.
- o) **Resolution** means any resolution adopted by the Grand Valley State University Board of Trustees.
- p) **Schedules** mean the schedules incorporated into and part of the Terms and Conditions.



- q) **Terms and Conditions** means this document entitled Terms and Conditions of Contract issued by the Grand Valley State University Board of Trustees.
- r) **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.*
- s) **University Board** means the Grand Valley State University Board of Trustees.
- t) **University Charter Schools Hearing Panel** or **Hearing Panel** means such person(s) as designated by the University President.
- u) **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.
- v) **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.
- w) **University President** means the President of Grand Valley State University or his or her designee.

Section 1.2. Schedules. All Schedules to this Contract are part of this Contract.

Section 1.3. Statutory Definitions. Statutory terms defined in the Code shall have the same meaning in this Contract.

Section 1.4. 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 1.5. 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. 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 2.2. 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 proposed 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 2.3. 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.

Section 2.4. 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 2.5. 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 11.12 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 2.6. 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 2.7. 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 2.8. 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 anytime, 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.

### **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 2.5 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.

### **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. Articles of Incorporation. Unless amended pursuant to Section 9.2 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 5.2. Bylaws. Unless amended pursuant to Section 9.3 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.

## 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 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 9.1 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 9.1 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. 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. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. 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 2.5 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 Kindergarten through Twelfth grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.1 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 measureable 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 copy of the agreement to the University Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be added to the Schedules through a contract amendment approved in accordance with the Contract. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Section 6.16. Posting of Adequate Yearly Progress (AYP) and Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the adequate yearly progress status and accreditation status of each school in accordance with section 1280E of the Code, MCL 380.1280E.

## **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. Prevailing Wage on State Contracts. The Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 1965, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.

Section 8.7. 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 8.8. 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 8.9. 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 8.10. 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 8.11. 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. 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 2.1, 5.1 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 9.2. 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 President or Designee of the University 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 Labor and Economic Growth.

Section 9.3. 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 9.3.

Section 9.4. 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.

## **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 ten (10) calendar months in advance of the effective date of termination. The University Board, in its sole discretion, may waive the ten (10) 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 may terminate this Contract before the end of the Contract Term as follows:

(a) Termination Without Cause. Except as otherwise provided in subsections (b), (c) or (d), the University Board, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place less than ten (10) calendar months from the date of the University Board's resolution approving such termination. 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 as set forth in this Article X.

(b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, 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 the University Board may terminate the Contract at the end of the Academy's school fiscal year in which the University Board's decision to terminate is adopted. For purposes of this section, a change in Applicable Law includes without limitation the following:

(i) the issuance of an order by the Superintendent of Public Instruction, pursuant to Section 1280c of the Code, placing the Academy under the supervision of the State School Reform/Redesign Officer; or

(ii) the development of, or changes to, a redesign plan by the Academy pursuant to Section 1280c of the Code.

(c) Automatic Termination Caused By Placement of Academy in State School Reform / Redesign School District. If the Academy is notified by the State that the Academy will be placed in the State School Reform/Redesign School District pursuant to Section 1280c of the Code, then the University Board may terminate this Contract at the end of the current school year.

(d) Automatic Termination For Failure to Satisfy Requirements During the Initial Term of Contract. If the Academy fails to satisfy the requirements set forth in Section 12.14 during the initial term of Contract, then this Contract shall automatically terminate on the date set forth in Section 12.14.

The revocation procedures in Section 10.6 shall not apply to a termination of this Contract under this section.

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; or (iv) 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 Labor and Economic Growth, Bureau of Commercial Services, without first obtaining University Board 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 11.11 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 or other University representative, 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 Obligation. 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. An attempt to improve student educational performance 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) withdrawal of the Academy's authorization to contract with an ESP; or (iv) the appointment of a new Academy Board of directors or a conservator/trustee to take over operations of the Academy. The University Charter Schools Office shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure under section 1280c of the Code.

- e) Request for Revocation Hearing. The CSO Director or other University representative 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 or other University representative 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 or other University Representative. 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 Michigan Department of Education.
- 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, but no later than the last day of the Academy's current academic year.
- 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 Revocation by State of Michigan. If the University Board is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6a of the Code ("State's Automatic Closure Notice"), and the Academy is currently not

undergoing a reconstitution as part of a Plan of Correction developed under Section 10.6, 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 revoked at the end of the current school year in which the notice is received without any further action of the University Board or the Academy. The University Board's revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State's Automatic Closure Notice, the University Charter Schools Office shall forward a copy of the State's Automatic Closure 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 State's Automatic Closure 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 shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education.

Section 10.8. Material Breach of Contract. The issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280C of the Code, placing the Academy under the supervision of the State School Reform/ Redesign Officer, shall constitute a material breach of this Contract. Following the issuance of the order, the University Charter Schools Office shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan that is acceptable to the University Charter Schools Office. In addition to other matters, the corrective action plan shall include the Academy's redesign plan prepared pursuant to section 1280C of the Code. The development of a corrective action plan under this Section 10.8 shall not in any way limit the rights of the University Board to terminate, suspend, or revoke this Contract.

Section 10.9. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, when the University Board determines that conditions or circumstances exist to lead the University Board to believe that the health, safety, educational or economic interest of the Academy or its students is at risk, the University Board may take immediate action against the Academy pending completion of the procedures described in Sections 10.6. The University Board may appoint a conservator/ trustee to manage the day-to-day operations of the Academy in place of the Academy Board. A conservator/ trustee appointed by the University Board shall have all the powers and authority of the Academy Board under this Contract and Applicable Law. Upon the appointment of a conservator/ trustee, the appointment and term of office for each Academy Board member shall cease. If this section has been implemented and the Hearing Panel under Section 10.6 determines the revocation to be appropriate, the revocation shall become effective immediately upon the University Board's decision.

## 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) General/Public Liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form);
- c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars (\$1,000,000) (Occurrence Form);
- 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 of one million dollars (\$1,000,000);
- 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 insurance 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 and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000 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 be an “A” best rating 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 as an additional insured with primary coverage on insurance coverage listed in (b), (c), (e), and (g) above. 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 President copies of all insurance certificates and endorsements required by this Contract. The Academy shall also provide to the University Charter Schools Office an entire copy of the insurance policies. 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. 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 11.6. 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 11.7. 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 covenant 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 11.8. 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.

Section 11.9. 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 11.9. Copies of these certificates shall be incorporated into the Schedules.

Section 11.10. 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 11.11. 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. 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 11.12. 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 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."

"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."

"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."

Section 11.13. 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 11.14. 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 11.15. 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 11.16. 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 11.17. 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 11.18. 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.

## 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: Pathways Global Leadership Academy  
Board President  
556 Custer Avenue  
Detroit, MI 48204

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.

(a) Initial Term of Contract. Except as otherwise provided in Section 12.14 (b) set forth below, this Contract shall commence on July 1, 2014 and shall remain in full force and effect for seven (7) years until June 30, 2021, unless sooner terminated according to the terms hereof.

(b) Termination of Contract During Initial Term of Contract. Consistent with the procedures set forth in this Section 12.14(b), this Contract will terminate on June 30, 2021 if the Academy fails to satisfy all of the following conditions:

- (i) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's agreements with any Educational Service Provider. The terms and conditions of the agreements must be acceptable to the University President.
- (ii) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's real property leases, sublease or other agreements set forth in the Schedules.
- (iii) The Academy, through legal counsel, shall provide a legal opinion to the Charter Schools Office Director confirming that the Academy Board's approval and execution of any real property lease or other agreement with Educational Service Providers complies with the Contracts of Public Servants with Public Entities statute, MCL 15.321 et seq.
- (iv) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of an AHERA asbestos plan and lead based paint survey for the site or sites set forth in the Schedules.
- (v) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of a current boiler inspection/ approval for the site or sites set forth in the Schedules.
- (vi) The Academy shall provide documentation to the Charter Schools Office Director confirming that the Academy has received occupancy approval from the Michigan Department of Consumer and Industry Services' Office of Fire Safety for the site or sites set forth in the Schedules.

- (vii) The Academy shall provide documentation to the Charter Schools Office Director that it has obtained a short-term cash flow loan to cover the initial cost of operations for the initial academic year. The Academy shall comply with section 1225 of the Revised School Code and the Revised Municipal Finance Act with respect to approving and obtain such funds.
- (viii) Any additional financial information or documentation requested by the University President.
- (ix) If the Academy, for any reason, is unable to enroll students and conduct classes by October 1, 2014, then this Contract is automatically terminated without further action of the parties

The Academy shall notify the Charter Schools Office in writing following completion of the conditions set forth in this Section 12.14(b). For good cause, the Charter Schools Office Director may extend the deadlines set forth above. If the Charter Schools Office Director determines that the Academy has not satisfied the conditions set forth in this Section 12.14(b), the Charter Schools Office Director shall issue a Contract termination letter to the Academy for failing to meet certain conditions set forth in this Section 12.14(b). The issuance of the termination letter by the Charter Schools Office Director shall automatically terminate this Contract without any further action by either the University Board or the Academy Board. Upon issuance of the termination letter, the Charter Schools Office Director shall notify the Superintendent of Public Instruction and the Michigan Department of Education that the Contract has been terminated.

(c) Extended Term of Contract. If the Academy satisfies the conditions set forth above in Section 12.14(b), the Academy will be eligible for consideration of a new contract term.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.4, Section 11.17, Section 11.12, and Section 12.7, 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 and in accordance with Applicable Law.

**[INTENTIONALLY LEFT BLANK]**


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.

PATHWAYS GLOBAL LEADERSHIP ACADEMY

By:  9-26-13  
Academy Board President

**SCHEDULE 1**

**METHOD OF SELECTION RESOLUTION  
AUTHORIZING RESOLUTION**



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF  
GRAND VALLEY STATE UNIVERSITY ON FEBRUARY 8, 2013:

Authorization of Pathways Global Leadership Academy 6a Contract

WHEREAS, the Michigan Legislature has provided for the establishment of public school academies as part of the Michigan public school system by enacting Act No. 362 of the Public Acts of 1993; and

WHEREAS, according to this legislation, the Grand Valley State University Board of Trustees (the "Board of Trustees"), as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate public school academies; and

WHEREAS, the Michigan Legislature has mandated that public school academy contracts be issued on a competitive basis taking into consideration the resources available for the proposed public school academy, the population to be served by the proposed public school academy, and the educational goals to be achieved by the proposed public school academy; and

WHEREAS, the Grand Valley State University Board of Trustees, having requested applications for organizing public school academies and having reviewed the applications according to the provisions set forth by the Michigan Legislature;

NOW, THEREFORE, BE IT RESOLVED:

1. That the application for Pathways Global Leadership Academy ("Academy"), located at 16400 Tireman Street, Detroit, Michigan 48228, submitted under Section 502 of the Revised School Code, meets the Board of Trustees' requirements and the requirements of applicable law, is therefore approved;
2. That the Board of Trustees establishes the method of selection, length of term and number of members of the Academy's Board of Directors as follows:

Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the

initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.

- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the Director determines an “exigent condition” exists which requires him/her to make an appointment to a public school academy’s board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy’s board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member’s service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

3. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
4. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
5. Length of Term; Removal: An appointed Academy Board member is an “at will” board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member’s term.

If the Board of Trustees determines that an Academy Board member’s service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member’s service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy’s Board for cause.

6. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
7. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:



- a. Resigns
- b. Dies
- c. Is removed from Office
- d. Is convicted of a felony
- e. Ceases to be qualified
- f. Is incapacitated

8. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the “Subsequent Appointments” and “Exigent Appointments” procedures in this resolution.

9. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.

10. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A “quorum” shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

11. Manner of Acting: The Academy Board shall be considered to have “acted,” when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

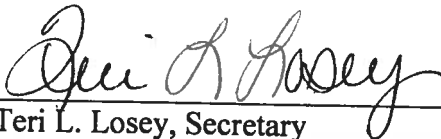
# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

12. Initial Members of the Board of Directors: The Grand Valley State University Board of Trustees appoints the following persons to serve as the initial members of the Academy’s Board of Directors for the designated term of office set forth below:

Valerie A. Brock	1 year term expiring June 30, 2014
Jazna N. Ealy	2 year term expiring June 30, 2015
Tinesha D. Leverette	2 year term expiring June 30, 2015
Mary E. Mayo	3 year term expiring June 30, 2016
Stephanie S. Nimene	3 year term expiring June 30, 2016

13. The Board of Trustees approves and authorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to issue a contract to charter a public school academy and related documents ("Contract") to the Academy, provided that, before execution of the Contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract and Applicable Law. This resolution shall be incorporated in and made part of the Contract.
  
14. Within ten days after the Board of Trustees issues the Contract, the Director will submit the Contract to the Michigan Department of Education. Pursuant to the State School Aid Act of 1979, the Michigan Department of Education shall, within thirty days after the Contract is submitted to the Michigan Department of Education, issue a district code number to each public school academy that is authorized under the Revised School Code and is eligible to receive funding under the State School Aid Act. By approving and issuing the Contract, the Board of Trustees is not responsible for the Michigan Department of Education's issuance or non-issuance of a district code number. As a condition precedent to the Board of Trustees' issuance of the Contract, the Applicant, the Academy and the Academy's Board of Directors shall acknowledge and agree that the Board of Trustees, Grand Valley State University, its officers, employees and agents are not responsible for any action taken by the Academy in reliance upon the Michigan Department of Education's issuance of a district code number to the Academy, or for any Michigan Department of Education's decision resulting in the non-issuance of a district code number to the Academy.

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 12th day of February 2013.

  
Teri L. Losey, Secretary  
Board of Trustees  
Grand Valley State University

**SCHEDULE 2**

**ARTICLES OF INCORPORATION**

***Michigan Department of Licensing and Regulatory Affairs***

***Filing Endorsement***

***This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT***

***for***

***PATHWAYS GLOBAL LEADERSHIP ACADEMY***

***ID NUMBER: 71279L***

***received by facsimile transmission on March 4, 2013 is hereby endorsed***

***Filed on March 6, 2013 by the Administrator.***

***The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.***



***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 6TH day of March, 2013.***

A handwritten signature in black ink, appearing to read "A. Schefke".

***Alan J. Schefke, Director  
Corporations, Securities & Commercial Licensing Bureau***



2. The Academy, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the Academy shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

### ARTICLE III

1. The corporation is organized upon a nonstick, directorship basis.
2. The value of the assets which the corporation possesses is:
  - Real Property: none
  - Personal Property: none
3. The corporation is to be financed under the following general plan:
  - a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
  - b. Federal funds.
  - c. Donations.
  - d. Fees and charges permitted to be charged by public school academies.
  - e. Other funds lawfully received.

### ARTICLE IV

1. The name of the resident agent at the registered office is Deborah L. Baughman
2. The address of the registered office is:  
27777 Franklin Road, Suite 2500, Southfield, Michigan 48034
3. The mailing address of the registered office, if different than above: \_\_\_\_\_

### ARTICLE V

The name and address of the incorporator is as follows:

Name	Business Address
Deborah L. Baughman	27777 Franklin Road, Southfield, Michigan 48034

### ARTICLE VI

The corporation is a governmental entity.

## ARTICLE VII

Before execution of a contract to charter a public school academy between the Academy's Board of Directors (the "Academy Board") and the Board of Trustees, the method of selection, length of term, and the number of members of the Academy Board shall be approved by a resolution of the Board of Trustees as required by the Code.

The members of the Academy Board shall be selected by the following method:

1. Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the Director determines an "exigent condition" exists which requires him/her to make an appointment to the Academy's Board, the Director, with University President approval, may immediately appoint a person to serve as a board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the Academy's Board of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when an Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a

vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

2. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
3. Oath / Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
4. Length of Term; Removal: An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

5. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
6. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:
  - a. Resigns
  - b. Dies
  - c. Is removed from Office
  - d. Is convicted of a felony
  - e. Ceases to be qualified
  - f. Is incapacitated



7. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures described in this Article VII.
8. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.
9. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

Number of Academy Board positions	Number required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

10. Manner of Acting: The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

Number of Board Positions	Number for Quorum	Number required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

#### ARTICLE VIII

No part of the net earnings of the Academy shall inure to the benefit of or be distributable to its directors, board, officers or other private persons, or an organization organized and operated for a profit (except that the Academy shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Articles, the Academy shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from Federal Income Tax under Section 115 of the IRC, or comparable provisions of any successor law.

To the extent permitted by law, upon the dissolution of the Academy, Academy Board shall, after paying or making provision for the payment of all of the liabilities of the Academy, dispose of all of the Academy's assets to the Board of Trustees for forwarding to the State School Aid Fund established under Article IX, Section 11 of the Constitution of the State of Michigan of 1963, as amended.

#### ARTICLE IX

The Academy and its incorporator, board members, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Act No. 170 of the Public Acts of 1964, being Sections 691.1407 of the Michigan Compiled Laws.

#### ARTICLE X

These Articles of Incorporation shall not be amended except by the process provided in the contract executed by the Academy Board and the Board of Trustees.

#### ARTICLE XI

The Academy's Board shall have all the powers and duties permitted by law to manage the business, property and affairs of the Academy.

#### ARTICLE XII

A volunteer director is not personally liable to the Academy for monetary damages for a breach of the director's fiduciary duty. This provision shall not eliminate or limit the liability of a director for any of the following:

- (i) A breach of the director's duty of loyalty to the Academy;
- (ii) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (iii) A violation of Section 551(1) of the Michigan Nonprofit Corporation Act;
- (iv) A transaction from which the director derived an improper personal benefit; or
- (v) An act or omission that is grossly negligent.

If the Academy obtains tax exempt status under section 501(c)(3) of the Internal Revenue Code, the Academy assumes all liability to any person other than the Academy for all acts or omissions of a volunteer director occurring on or after the filing of the Articles incurred in the good faith performance of the volunteer director's duties.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Government Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

#### ARTICLE XIII

The Academy assumes the liability for all acts or omissions of a non-director volunteer, provided that:

- (i) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
- (ii) The volunteer was acting in good faith;
- (iii) The volunteer's conduct did not amount to gross negligence or willful and wanton

misconduct;

- (iv) The volunteer's conduct was not an intentional tort; and
- (v) The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle as described in Section 209(e)(v) of the Michigan Nonprofit Corporation Act.

This article 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.

#### ARTICLE XIV

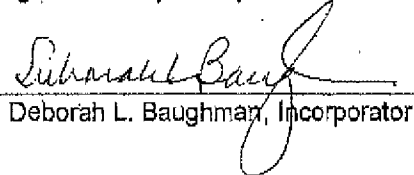
The officers of the Academy's Board shall be a President, Vice-President, Secretary and a Treasurer, each of whom shall be selected by the Academy's Board. The Academy Board may select one or more Assistants to the officers, and may also appoint such other officers and agents as they may deem necessary for the transaction of the business of the Academy.

#### ARTICLE XV

The Articles of Incorporation shall become effective upon filing. However, the Academy shall not carry out the purposes set forth in Article II unless/or until the Board of Trustees issues to the Academy Board a contract to operate as a public school academy, and the contract is executed by both the Academy Board and the Board of Trustees.

Signed this day 4<sup>th</sup> day of March 2013.

By:

  
Deborah L. Baughman, Incorporator

**SCHEDULE 3**

**BYLAWS**

**BYLAWS  
OF  
PATHWAYS GLOBAL LEADERSHIP ACADEMY**

**ARTICLE I  
NAME**

This organization shall be called Pathways Global Leadership Academy (the “Academy” or the “corporation”).

**ARTICLE II  
FORM OF ACADEMY**

The Academy is organized as a nonprofit, nonstock, directorship corporation.

**ARTICLE III  
OFFICES**

Section 3.1. Principal Office. The Academy’s principal office shall be located in the State of Michigan.

Section 3.2. Registered Office. The Academy’s registered office may be the same as the principal office of the Academy, but in any event must be located in the State of Michigan, and be the business office of the resident agent, as required by the Michigan Nonprofit Corporation Act. Changes in the resident agent and registered address of the Academy must be reported to the Michigan Corporation, Securities, and Commercial Licensing Bureau.

**ARTICLE IV  
BOARD OF DIRECTORS**

Section 4.1. General Powers. The business, property and affairs of the Academy shall be managed by the Academy’s Board of Directors (the “Academy Board”). The Academy Board may exercise any and all of the powers granted to it under the Michigan Nonprofit Corporation Act, as amended or pursuant to Part 6A of the Revised School Code, as amended (“Code”). The Academy Board may delegate such powers to the officers and committees of the Academy Board as it deems necessary, so long as such delegation is consistent with the Academy’s Articles of Incorporation, these Bylaws, the Agreement to Organize and Administer a Public School Academy, and applicable law.

Section 4.2. Method of Selection and Appointment of Academy Board Members.

a. Initial Academy Board Member Nominations and Appointments. As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office (the “Director”), the names of proposed individuals to serve on the initial board of directors of the proposed

public school academy. When the Director recommends an initial contract for approval to the Board of Directors, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.

b. Subsequent Academy Board Member Nominations and Appointments. Except as provided in paragraph (4.3) below, the Academy Board may nominate individuals for subsequent Academy Board positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Directors for appointment. The Board of Directors shall have the sole and exclusive right to appoint members to the Academy Board.

c. Exigent Appointments. When the Director determines an “exigent condition” exists which requires him/her to make an appointment to the Academy’s Board, the Director, with University President approval, may immediately appoint a person to serve as a board member for the time specified, but not longer than the next meeting held by the Board of Directors when a regular appointment may be made by the Board of Directors. The Director shall make the appointment in writing and notify the Academy’s Board of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Directors determines that an Academy Board member’s service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

Section 4.3. Qualifications of Academy Board Members. To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the Grand Valley State University (“GVSU”) Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Directors.

Section 4.4. Oath, Acceptance of Office, Voting Rights. Following appointment by the Board of Directors, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or

Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.

Section 4.5 Length of Term, Removal. An appointed Academy Board member is an “at will” board member who shall serve at the pleasure of the Board of Directors for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member’s term.

If the Board of Directors determines that an Academy Board member’s service in office is no longer required, then the Board of Directors may remove an Academy board member with or without cause and shall specify the date when the Academy Board member’s service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy’s Board for cause.

Section 4.6. Resignations. A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.

Section 4.7. Vacancy. An Academy Board position shall be considered vacant when an Academy Board member: a. resigns, b. dies, c. is removed from office, d. is convicted of a felony, e. ceases to be qualified, f. is incapacitated.

Section 4.8. Filling a Vacancy. The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the “Subsequent Appointments” and “Exigent Appointments” procedures described in this Article IV.

Section 4.9. Number of Academy Board Member Positions. The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.

## ARTICLE V MEETINGS

Section 5.1. Annual and Regular Meetings. The Academy Board shall hold an annual meeting each year. The Academy Board must provide, by resolution, the time and place, within the State of Michigan, for the holding of regular monthly meetings. The Academy Board shall provide notice of the annual and all regular meetings as required by the Open Meetings Act.

Section 5.2. Special Meetings. Special meetings of the Academy Board may be called by or at the request of any Academy Board member. The person or persons authorized to call special meetings of the Academy Board may fix the place within the State of Michigan for holding any special meeting of the Academy Board called by them, and, if no other place is fixed, the place of meeting shall be the Academy’s principal business office in the State of Michigan. The Academy shall provide notice of all special meetings as required by the Open Meetings Act.

Section 5.3. Notice, Waiver. The Academy Board must comply with the notice provisions of the Open Meeting Act. In addition, notice of any meeting shall be given to each Academy Board member stating the time and place of the meeting, delivered personally or mailed or sent by facsimile to each Academy Board member at the Academy Board member’s business address. Any Academy Board member may waive notice of any meeting by written statement, or facsimile sent by the Academy Board member, signed before or after the holding of the meeting. The attendance of an Academy Board member at a meeting constitutes a waiver of notice to the transaction of any business because the meeting is not lawfully called or convened.

Section 5.4. Quorum. In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A “quorum” shall be defined as follows:

Number of Academy Board positions	Number required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

Section 5.5. Manner of Acting. The Academy Board shall be considered to have “acted,” when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

Number of Board Positions	Number for Quorum	Number required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

Section 5.6. Open Meetings Act. All meetings of the Academy Board shall at all times be in compliance with the Open Meetings Act.

Section 5.7. Presumption of Assent. An Academy Board member who is present at a meeting of the Academy Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Academy Board member’s dissent shall be entered in the minutes of the meeting or unless that Academy Board member shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Academy’s Secretary immediately after the adjournment of the meeting. This right to dissent shall not apply to an Academy Board member who voted in favor of such action.



## ARTICLE VI COMMITTEES

Section 6.1. Committees. The Academy Board, by resolution, may designate one or more committees, each committee to consist of one or more Academy Board members selected by the Academy Board. As provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, the committees shall have such powers as delegated by the Academy Board, except (i) filling of vacancies in the officers of the Academy Board or committees created pursuant to this Section; (ii) amending the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, Bylaws or applicable law. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Academy Board of its activities as the Academy Board may request.

## ARTICLE VII OFFICERS OF THE BOARD

Section 7.1. Number. The officers of the Academy shall be a President, Vice-President, Secretary, Treasurer, and such assistant Treasurers and assistant Secretaries as may be selected by the Academy Board.

Section 7.2. Election and Term of Office. The Academy Board shall elect the initial officers at its first duly noticed meeting. Thereafter, the officers of the Academy shall be elected annually by the Academy Board. If the election of officers is not held at the annual meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officer resigns or is removed in the manner provided in Section 3.

Section 7.3. Removal. Any officer or agent elected or appointed by the Academy Board may be removed by the Academy Board whenever in its judgment the best interest of the Academy would be served thereby.

Section 7.4. Vacancies. A vacancy in any office shall be filled by appointment by the Academy Board for the unexpired portion of the term.

Section 7.5. President. The President of the Academy shall be a member of the Academy Board. The President of the Academy shall preside at all meetings of the Academy Board. If there is not an Academy President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The President shall be an ex officio member of all standing committees and shall be Chairperson of those committees designated by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Academy Board from time to time.

Section 7.6. Vice-President. The Vice-President of the Academy shall be a member of the Academy Board. In the absence of the President or in the event of the President's death,

inability, or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or by the Academy Board.

Section 7.7. Secretary. The Secretary of the Academy shall be a member of the Academy Board. The Secretary shall: (a) keep the minutes of the Academy Board meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation, if any, and see that the seal of the corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Academy Board member; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or the Academy Board.

Section 7.8. Treasurer. The Treasurer of the Academy shall be a member of the Academy Board. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Academy; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the Academy in such banks, trust companies or other depositories as shall be selected by the Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the Academy are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.

Section 7.9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy Board shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.

Section 7.10. Salaries. Officers of the Academy Board may not be compensated for their services. By resolution of the Academy Board, officers may be reimbursed for reasonable expenses incident to their duties.

Section 7.11. Filling More Than One Office. Subject to the statute concerning the Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the Academy except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

ARTICLE VIII  
CONTRACTS, LOANS, CHECKS AND DEPOSITS;  
SPECIAL CORPORATE ACTS

Section 8.1. Contracts. The Academy Board may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the Academy. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Academy Board authorizes the execution of a contract or of any other instrument in the name of or on behalf of the Academy, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the contract or other instrument. No contract entered into, by or on behalf of the Academy Board, shall in any way bind GVSU or impose any liability on GVSU, its trustees, officers, employees, or agents.

Section 8.2. Loans. No loans shall be contracted on behalf of the Academy and on evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan, advance, overdraft, or withdrawal by an officer or other Academy Board member, other than in the ordinary and usual course of the business of the Academy, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of GVSU or impose any liability on GVSU, its trustees, officers, employees, or agents.

Section 8.3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Academy, shall be signed by such officer or officers, agent or agents, of the Academy and in such manner as shall from time to time be determined by resolution of the Academy Board.

Section 8.4. Deposits. All funds of the Academy shall be deposited from time to time to the credit of the Academy in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 5 or 6 of Act No. 105 of the Public Acts of 1855, as amended, being Sections 21.145 and 21.146 of the Michigan Compiled Laws.

Section 8.5. Voting of Gifted, Bequeathed or Transferred Securities Owned by the Academy. Subject always to the specific directions of the Academy Board, any shares or other securities issued by any other corporation and owned or controlled by the Academy may be voted at any meeting of security holders of such other corporation by the President of Academy or by proxy appointed by the President, or in the absence of the President and the President's proxy, by the Secretary or Treasurer of the Academy by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by the Academy shall be executed in the name of the Academy by the President, the Secretary or the Treasurer without necessity of any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any

person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power, and authority to vote the shares or other securities issued by such other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation. This section shall in no way be interpreted to permit the Academy to invest any of its surplus funds in any shares or other securities issued by any other corporation. This section is intended to apply, however, to all gifts, bequests or other transfers of shares or other securities issued by any other corporation which are received by the Academy.

Section 8.6. Contracts Between Corporation and Related Persons. As required by applicable law, any Academy Board member, officer or employee of the Academy who enters into a contract with the Academy, that meets the definition of contract under the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being Sections 15.321 to 15.330 of the Michigan Compiled Laws, shall comply with the public disclosure requirements set forth in Section 3 of the statute.

#### ARTICLE IX INDEMNIFICATION

Each person who is or was an Academy Board member, officer or member of a committee of the Academy Board and each person who serves or has served at the request of the Academy Board as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Academy to the fullest extent permitted by the laws of the State of Michigan governing nonprofit corporations as they may be in effect from time to time. The Academy may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the Academy would have power to indemnify such person against such liability under the preceding sentence. The Academy may, to the extent authorized from time to time by the Board, grant rights to indemnification to any employee or agent of the Academy to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

#### ARTICLE X FISCAL YEAR

The Academy's fiscal year will begin on the first day of July in each year.

#### ARTICLE XI AMENDMENTS

These Bylaws may be altered, amended or repealed and new bylaws may be adopted by obtaining (a) the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements of these bylaws and applicable law, and (b) the written approval of the changes or amendments by the Academy's authorizer. These Bylaws and

any amendments to them take effect only after they have been approved by both the Academy Board and by the Academy's authorizer.

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## CERTIFICATION

The Academy Board certifies that these Bylaws were adopted in an open and public meeting convened by the Academy Board on the August 22, 2013. The Academy Board further certifies that these Bylaws were provided to the Academy Board and that a signed copy of these Bylaws are being presented to the Academy's authorizer for approval.

  
Secretary

**SCHEDULE 4**

**FISCAL AGENT AGREEMENT**

## **SCHEDULE 4**

### **FISCAL AGENT AGREEMENT**

This Agreement is part of the Contract issued by the Grand Valley State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Pathways Global Leadership Academy ("Academy"), a public school academy.

#### **Preliminary Recitals**

WHEREAS, pursuant to the Code and the Contract, the University Board, as authorizing body, is the fiscal agent for the Academy, and

WHEREAS, the University Board is required by law to forward any State School Aid Payments received from the State of Michigan ("State") on behalf of the Academy to the Academy,

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

#### **ARTICLE I**

##### **DEFINITIONS AND INTERPRETATIONS**

Section 1.01. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Account" means an account established by the Academy for the receipt of State School Aid Payments at a bank, savings and loan association, or credit union which has not been deemed ineligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, being Section 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University Board or an officer or employee of Grand Valley State University as designated by the University Board.

"Other Funds" means any other public or private funds which the Academy receives and for which the University Board voluntarily agrees to receive and transfer to the Academy.

"State School Aid Payment" means any payment of money the Academy receives from the State School Aid Fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the State School Aid Act of 1979, as amended.



"State" means the State of Michigan.

"State Treasurer" means the office responsible for issuing funds to urban high school academies for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

Section 1.02. Fiscal Agent Agreement Incorporated into Contract; Use of Contract Definitions. This Fiscal Agent Agreement shall be incorporated into and is part of the Contract issued by the University Board to the Academy. Terms defined in the Contract shall have the same meaning in this Agreement.

## ARTICLE II

### FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The University Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the University Board and the Academy may also agree that the University Board will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02. Transfer to Academy. Except as provided in the Contract, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within three (3) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil membership count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State Aid School Payments received on behalf of the Academy from the State Treasurer. The duties of the Fiscal Agent are limited to the receipt and transfer to the Academy of State School Aid Payments and Other Funds received by the Academy. The Fiscal Agent shall have no duty to monitor or approve expenditures made by the Academy Board.

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the University Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form

and manner acceptable to the Fiscal Agent. No State Aid Payment Agreement and Direction document shall be effective until it is acknowledged by the University President.

### **ARTICLE III**

#### **STATE DUTIES**

Section 3.01 Eligibility for State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the eligibility of the Academy to receive State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the amount of State School Aid Payments, if any, the Academy shall be entitled to receive.

Section 3.02. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

### **ARTICLE IV**

#### **ACADEMY DUTIES**

Section 4.01. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, an Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended.

Section 4.02. Expenditure of Funds. The Academy may expend funds that it receives from the State School Aid Fund 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 4.03. Mid-Year Transfers. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979 or applicable State Board rules.

Section 4.04. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy.

Section 4.05. Deposit of Academy Funds. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of State School Aid Payments and Other Funds received by the Academy.

## ARTICLE V

### RECORDS AND REPORTS

Section 5.01. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, and annually thereafter, a written report dated as of August 31 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the University Board receives under this Agreement.

## ARTICLE VI

### CONCERNING THE FISCAL AGENT

Section 6.01. Representations. The Fiscal Agent represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it in this Agreement and that it will carry out all of its obligations under this Agreement.

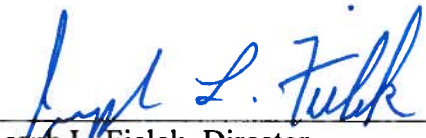
Section 6.02. Limitation of Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

The Fiscal Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

The Fiscal Agent shall not be liable for any deficiency in the State School Aid Payments received from the State Treasurer to which the Academy was properly entitled. The Fiscal Agent shall not be liable for any State School Aid overpayments made by the State Treasurer to the Academy for which the State subsequently seeks reimbursement.

Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the University Board to the Academy.

BY:   
Joseph L. Fielek, Director  
Bureau of State and Authority Finance  
Michigan Department of Treasury

Date: Feb. 25, 2013

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**SCHEDULE 5**

**MASTER CALENDAR OF REPORTING REQUIREMENTS**

**Public School Academy / School of Excellence  
Master Calendar of Reporting Requirements  
July 1, 2014 – June 30, 2015**

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 1	Board Adopted 2014-2015 School Calendar/School Day Schedule.	CSO
July 1	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2014-2015.	CSO
July 1	Copy of Notice of Public Hearing for Annual Operating Budget for 2014-2015.	CSO
July 1	Copy of Parent Satisfaction Survey and Results from 2013-2014, if applicable.	CSO
July 25	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2013-2014 academic year, if applicable (See MDE website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> , for MDE due date and form).	CSO
August 1	Annual Organizational Meeting Minutes for 2014-2015.	CSO
August 1	Board Resolution appointing Chief Administrative Officer for 2014-2015.	CSO
August 1	Board Resolution appointing Freedom of Information Act Coordinator for 2014-2015.	CSO
August 1	Board Designated Legal Counsel for 2014-2015.	CSO
August 1	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2014-2015.	CSO
August 20	Annual Education Report 2013-2014 academic year to be submitted and presented at a public meeting	CSO
August 29	4 <sup>th</sup> Quarter Financial Statements – quarter ending 06/30.	CSO
September 4	Organizational Chart for 2014-2015.	CSO
September 4	Board approved Student Handbook 2014-2015.	CSO
September 4	Board approved Employee Handbook 2014-2015.	CSO
September 4	Copy of School Improvement Plan covering 2014-2015 academic year.	CSO
October 1	Completed PSA Insurance Questionnaires. Required forms available at <a href="http://www.gvsu.edu/cso">www.gvsu.edu/cso</a>	CSO
October 1	Annual Nonprofit Corporation Information Update for 2014.	CSO
October 8	Unaudited Count Day Submission	CSO
October 10	Audited Financial Statements for fiscal year ending June 30, 2014. (See MDE Website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> , for MDE due date.	CSO
October 10	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2014, if issued. If a management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	CSO
October 10	Annual A-133 Single Audit for year ending June 30, 2014 is required if over \$500K in federal funds have been expended. If a single audit is not necessary, a letter from the Academy stating as such is required to be submitted.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
October 10	DS-4898 PSA Preliminary Pupil Membership Count for September 2014 Enrollment and Attendance for 1 <sup>st</sup> & 2 <sup>nd</sup> Year PSAs and Academies who added grade levels. (See MDE website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> for MDE due date).	CSO
October 30	1 <sup>st</sup> Quarter Financial Statements – quarter ending 09/30.	CSO
December 1	Academy’s Technology Plan covering 2014-2015 or annual updates thereto.	CSO
January 6	Modifications to ISD’s Plan for the Delivery of Special Education Services covering 2014-2015 signed by a representative of the Academy.	CSO
January 30	2 <sup>nd</sup> Quarter Financial Statements – quarter ending 12/31.	CSO
January 30	Michigan Highly Qualified Teacher Verification Report. Required Form Available at <a href="http://www.gvsu.edu/cso">www.gvsu.edu/cso</a>	CSO
February 18	Winter Count Day Submission.	CSO
March (TBD)	Anti-Bullying Policy, in accordance with Matt’s Safe School Law (new schools)	CSO
April 25	3 <sup>rd</sup> Quarter Financial Statements – quarter ending 03/31.	CSO
May 14	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2015-2016.	CSO
June 2	Certificate of Boiler Inspection covering years 2014-2015	CSO
June 27	Board Approved Amended Budget for 2014-2015 fiscal year (or statement that budget has been reviewed and no amendment was needed).	CSO
June 27	2014-2015 Log of emergency drills, including date, time and results. Sample form available at <a href="http://www.gvsu.edu/cso">www.gvsu.edu/cso</a>	CSO
June 27	Board adopted Letter of Engagement for year ending June 30, 2015 independent financial audit.	CSO
June 27	Food service license expiring 04/30/2016.	CSO

**Ongoing Reporting Requirements  
July 1, 2014 – June 30, 2015**

*The following documents do not have a set calendar date; however, they require submission within a certain number of days from board action or other occurrence.*

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.	CSO
14 business days after Board meeting	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
14 business days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2011-2012 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended	No submission needed.
14 business days after Board approval	Oath of Office and written acceptance for each Board Member.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution.	CSO
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education requiring a formal response.	CSO
10 days of receipt	Correspondence received from the Health Department requiring a formal response.	CSO
10 days of receipt	Written notice of litigation or formal proceedings involving the Academy.	CSO
30 days prior to board execution	Board proposed draft Educational Management Company Agreements or Amendments thereto.	CSO
5 business days of receipt	Request and Responses to Freedom of Information Requests.	CSO



**Original/Subsequent Board Policy Reporting Requirements  
July 1, 2014 – June 30, 2015**

*The following documents do not have a set calendar date; however, they require an original submission and subsequent submission if Board action is taken making amendments/changes.*

REPORT DESCRIPTION	SUBMIT TO:
Articles of Incorporation. Must have GVSU Board approval before modifying.	CSO
Board of Director Bylaws.	CSO
Educational Service Provider Agreements/Amendments	CSO
Academy's Educational Goals.	CSO
Office of Fire Safety (OFS-40) – original occupancy permit and permits for renovations/additions, etc.	CSO
Lease, Deed of Premises or Rental Agreement and subsequent amendments (includes modular units).	CSO
Curriculum including any additions/deletions.	CSO
Asbestos Hazardous Emergency Response Act (AHERA) Management Plan. Visit <a href="http://www.michigan.gov/asbestos">www.michigan.gov/asbestos</a> for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups	CSO
REQUIRED BOARD POLICIES	
<b>Board adopted Purchasing Policy</b> (date of approval). Reference: MCL 380.1267, MCL 380.1274	CSO
<b>Use of Medications Policy</b> (date of approval). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
<b>Harassment of Staff or Applicant Policy</b> (date of approval). <b>Harassment of Students Policy</b> (date of approval) Reference: MCL 380.1300a	CSO
<b>Search and Seizure Policy</b> (date of approval). Reference: MCL 380.1306	CSO
<b>Emergency Removal, Suspension and Expulsion of Students Policy</b> (date of approval). Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	CSO
<b>Parent/Guardian Review of Instructional Materials &amp; Observation of Instructional Activity Policy</b> Reference: MCL 380.1137	CSO
<b>Board Member Reimbursement of Expenses Policy</b> (date of approval). Reference: MCL 380.1254; MCL 388.1764b	CSO
<b>Equal Access for Non-School Sponsored Student Clubs and Activities Policy</b> (date of approval). Reference: MCL 380.1299	CSO
<b>Electronic or Wireless Communication Devices Policy</b> (date of approval).	CSO
<b>Preparedness for Toxic Hazard and Asbestos Hazard Policy</b> (date of approval). Reference: MCL 324.8316, 380.1256	CSO

<p><b>Nondiscrimination and Access to Equal Educational Opportunity Policy</b> (date of approval)  Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.</p>	CSO
<p><b>Academy Deposit Policy</b> (date of approval).  PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract</p>	CSO
<p><b>Parental Involvement Policy</b> (date of approval).  Reference: MCL 380.1294</p>	CSO
<p><b>Wellness Policy</b> (date of approval).  Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773</p>	CSO

**Calendar of Additional Reporting Requirements and Critical Dates  
July 1, 2014 – June 30, 2015**

*The following reports Academies must submit to the local ISD, MDE, CEPI and other organizations throughout the year.*

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
TBD	Student Count Day for State Aid F.T.E.	No submission required.
September	SE-4096 Special Education Actual Cost Report (Contact ISD for due date).	ISD
October	Eye Protection Certificate (#4527 Certification of Eye Protective Devices Electronic Grant System [MEGS] if applicable.	CEPI
October	Certification of Constitutionally Protected Prayer	MDE
October	SE-4094 Transportation Expenditure Report (Contact ISD for due date).	ISD
October 1 – October 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission needed.
Oct/Nov	School Infrastructure Database (SID); School-Wide Title I Participation	CEPI
Oct/Nov	Deadline for MEIS/Single Record Student Database (“SRSD”) electronic file (Contact the local ISD for due date.)	CEPI
November	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 14	Deadline for electronic submission to the Financial Information Database (FID, formerly known as the Form B). State aid will be withheld if the submission is not successful.	CEPI
Nov/Dec	Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 1 - December 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
Nov/Dec	Registry of Educational Personnel (REP) Submission	CEPI
December 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept of Treasury
Feb 1	Deadline for Immunization Record Report – IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school’s state aid allocation can be assessed if the immunization rate is not at 90% or above.	Local Health Dept.
TBD	Supplemental Student Count for State Aid F.T.E.	No submission required.
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch or milk (official date TBD).	MDE

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
March	MEIS/Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
May 1 – May 31 (as scheduled)	Teacher Certification/ Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
June	MEIS/ Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
June	Registry of Educational Personnel (REP)	CEPI
June	School Infrastructure Database (SID)	CEPI

**SCHEDULE 6**

**INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL  
MANAGEMENT COMPANY**

## SCHEDULE 6

### **INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENT COMPANY**

A. The following described categories of information are specifically included within those to be made available to the public and the University Charter Schools Office by the Academy in accordance with Section 11.17(a). Information to be Provided by the Academy, of the Terms and Conditions:

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board 's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. List of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the University Charter Schools Office
11. Copy of curriculum and other educational materials given to the University Charter Schools Office
12. Copy of School improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds
14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved management contract with Educational Service Provider
17. Copy of Academy Board approved services contract(s)
18. Office of Fire Safety certificate of occupancy for all Academy facilities
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)

21. Asbestos inspection report and asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if required)
24. List of current Academy teachers and school administrators with their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal back-ground and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board as part of the audit
29. Proof of insurance as required by the Contract
30. Any other information specifically required under Public Act 277 of 2011

B. The following information is specifically included within the types of information available to the Academy by the Educational Management Organization (if any) in accordance with Section 11.17(b). Information to be provided by Educational Management Company, of the Terms and Conditions:

1. Any information needed by the Academy in order to comply with its obligations to disclose the information listed under (a) above.



## MANAGEMENT AGREEMENT

This Management Agreement (“Agreement”) is effective as of the **1st day of July 2013** by and between **Pathways Global Institutes**, a Michigan corporation, (“Manager”) and **Pathways Global Leadership Academy** (the “Academy”).

### RECITALS

The Academy is a public school academy, organized under the Related Documents and pursuant to the Michigan Revised School Code, Part 6A (the “Code”). The Academy anticipates entering into a contract to charter a Public School Academy and Related Documents (the “Contract”) with **Grand Valley State University (“GVSU”)** to organize and operate a public school academy, with GVSU as the authorizing body. The Code permits a public school academy to contract with persons and entities for the operation and management of the public school academy.

The Academy and Manager desire to create an enduring educational affiliation. The Academy and Manager will work together to bring educational excellence and innovation to the Academy based on Manager’s school design expertise, comprehensive educational program, institutional principles and management methodologies. Manager shall work to understand the specific vision and design of the Academy Board and shall use its best efforts to realize the educational goals and objectives envisioned by the Academy Board.

In order to facilitate the commencement of Academy for the 2014-2015 school year and the continuation of Academy thereafter, and implement an innovative educational program at the Academy, the parties desire to establish this arrangement for the management and operation of the Academy’s educational and administrative activities, and functions.

### ARTICLE I. CONTRACTUAL RELATIONSHIP

- 1.01. Authority. The Academy represents that it is authorized by law to contract with a private entity for the provision of educational management operational services to the Academy. The Academy further represents that it reasonably anticipates the grant of a Contract by **GVSU** to organize and operate a public school academy located in Detroit, Michigan. The Academy will be authorized by **GVSU** to supervise and control such academy, and will be invested with all powers necessary or desirable for carrying out the educational program contemplated in this Agreement. No provision of this Agreement shall interfere with the Academy Board’s duties under the Contract.
- 1.02. Contract. The parties hereto agree that Manager, to the extent permitted by law, shall provide all labor, materials and supervision necessary for the provision of educational



services to students of the Academy, and shall provide for the management, operation and maintenance of the Academy, in accordance with the educational goals, curriculum, methods of pupil assessment, admissions policy and criteria, school calendar and school day schedule, and age and grade range of pupils to be enrolled, educational goals, and methods to be used to monitor compliance with performance of targeted educational outcomes, all as previously adopted by the Board of Directors (the “Board”), submitted in the Academy’s application to [GVSU](#), and included in the contract between the Academy and [Pathways Global Institutes](#) (the “Educational Program”).

- 1.03. **Status of the Parties.** Manager is, an individual contractor, and not a division or any part of the Academy. The Academy is a body corporate and governmental entity authorized under the Code and is not a division or a part of Manager. The relationship between the parties hereto was developed and is entered into through arms-length negotiations and is based solely on the terms of this Agreement and those of any other agreements that may exist from time to time between the parties hereto.

## **ARTICLE II. TERM**

- 2.01. **Term.** This Agreement will be for a term of 3 fiscal school years beginning July 1, 2013 and ending on June 30, 2016 (the “Initial Term”), unless earlier terminated in accordance with the provisions of this Agreement or the Contract.
- 2.02. **Renewal.** Upon expiration of the Initial Term, this Agreement shall automatically renew for a one-year period unless: (1) written notice of intent to terminate or renegotiate is given by either party not less than 90 days prior to the expiration of the Initial Term, or (2) this Agreement is terminated pursuant to Article VII.

## **ARTICLE III. FUNCTION OF MANAGER**

- 3.01. **Responsibility.** Manager shall be responsible and accountable to the Board for the administration, operation and performance of the Academy in accordance with the Contract, provided, however, that Manager’s responsibility is expressly limited by the budget, which Manager and the Academy will agree upon pursuant to the terms of this Agreement. Neither Manager nor the Academy shall be required to expend Academy funds on services in excess of the amount set forth in such budget. Manager agrees to perform its duties and responsibilities under this Agreement in a manner consistent with the Academy’s obligation under the Contract.
- 3.02. **Educational Program.** The Educational Program has been reviewed and approved by unanimous resolution of the Board for use at the Academy. The Educational Program may be adapted and modified by Manager from time to time, it being understood that an essential principal of this Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency, and that the Academy and Manager are interested in results and not in inflexible prescriptions. Any substantial

adaptation or modification of the Educational Program shall be subject to the prior approval of the Board.

3.03. Specific Functions. Manager shall be responsible for implementation and administration of the Educational Program in a manner which will meet federal, state and local requirements, and the requirements imposed by the Code and the Contract. Such functions include, but are not limited to:

- (a) Strategic Planning. Manager shall work with the Board to design strategic plans for the continuing educational and financial benefit of the Academy.
- (b) Public Relations. Manager shall work with the Board to design an ongoing public relations strategy for the development of beneficial and harmonious relationships with other organizations and the community, for joint implementation by the Academy and its Board.
- (c) Special Functions. The services which Manager will provide the Academy include, but are not limited to, the following, to the extent allowable under the Contract and applicable law.
  - 1. Educational Planning
    - a. Assist School Principal with planning and writing the curriculum expansion for proposed new grades each year.
    - b. Review and recommend methods of student assessments.
  - 2. Staff Development
    - a. Manage all personnel functions, including professional development for all instructional personnel and the personnel functions outlined in this Agreement.
  - 3. Problem Solving
    - a. Provide counsel and advice to the Principal and/or Board regarding personnel issues.
    - b. Help resolve conflicts between staff, parents and/or students.
    - c. Due process hearing in compliance with all applicable laws.
  - 4. Compliance Issues/Reports
    - a. Assist with coordinating/filing membership reports to Wayne RESA.
    - b. Assist with writing/filing annual reports to Michigan Department of Education.
    - c. Prepare and/or assist with any reports required by GVSU.
  - 5. Personnel Services
    - a. Schedule and interview principals, teachers and support staff.

- b. Employ and compensate principals, teachers and support staff. As used herein, the term “employ” means that Manager shall be the sole employer of staff of the Academy, and shall exclusively exercise all powers to recruit, train, hire, evaluate and terminate staff, as well as to set compensation levels and benefits for staff. All of these functions shall be accomplished within the dictates of the Contract, applicable law, and Board policy, including the budget.
  - c. Coordinate and provide employee benefit package, including:
    - Health insurance
    - Retirement
    - Dental care
    - Eye care
    - Other benefits as determined from time to time
- 6. Professional/Financial Services
  - Accounts Payable
  - Accounts Receivable
  - Facilitate Annual Audit
  - Bank deposits
  - Coordination of monthly accounting services for the Academy and Board
  - Budget preparation prior to June 1<sup>st</sup> of each fiscal school year for consideration and approval by the Board.
- 3.04. Subcontracts. Manager reserves the right to subcontract any and all aspects of all such other services as it agrees to provide to the Academy. Manager shall not subcontract the management, oversight or operation of the Educational Program, except as specifically permitted in this Agreement or with approval of the Board.
- 3.05. Place of Performance. Manager reserves the right to perform functions other than instruction, such as purchasing, professional development, and administrative functions, off-site at Manager’s other locations, if any, unless prohibited by applicable law. Student records shall be maintained at the Academy site.
- 3.06. Student Recruitment. The Board shall be responsible for establishing the recruitment and admission policies for the Academy. Manager shall implement such policies. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law.
- 3.07. Due Process Hearings. Manager and the Academy shall work together to implement student due process hearings as outlined in the Academy’s code of conduct in conformity with the requirements of applicable law regarding discipline, special education, confidentiality and access to records.
- 3.08. Legal Requirements. Manager shall provide educational programs that satisfy federal, state, and local requirements, and the requirements imposed under the Code and the Contract.

- 3.09. Rules and Procedures. Manager shall recommend reasonable rules, regulations and procedures applicable to the Academy and is authorized and directed to enforce such rules, regulations and procedures adopted by the Board.
- 3.10. School Year and School Day. The school year and the school day shall be as provided in the Contract. The number of days of pupil instruction and the number of hours of pupil instruction shall not be extended beyond the minimum number of hours and days of pupil instruction required under applicable law unless Manager consents to such extension.
- 3.11. Authority. Manager shall have all authority and power necessary to undertake its responsibilities described in this Agreement, except in cases wherein such power may not be delegated by law.
- 3.12. Reporting. Manager shall be responsible for and accountable to the Board for the performance of Manager's responsibilities as set forth herein. Manager shall provide information as requested by the Board to enable the Board to monitor the Academy and Manager's performance under this Agreement.
- 3.13. Transparency Reports. Manager shall provide to the Academy in the format requested by the Board all information and documentation sufficient to satisfy the Board's requirements under the Contract, including but not limited to, the transparency reports set forth in MCL 388.1618, and MCL 380.503c .
- 3.14. Additional Grades and Student Population. Manager shall make recommendations to the Board concerning limiting, increasing, or decreasing the number of grades offered and the number of students served per grade or in total, within the limits provided for in the Contract.

#### **ARTICLE IV. OBLIGATIONS OF THE BOARD**

- 4.01. Good Faith Obligation. The Board shall exercise good faith in considering the recommendations of Manager, including but not limited to, Manager's recommendations concerning policies, rules, regulations, procedures, curriculum, and budgets, subject to constraints of law and requirements of the Contract. Manager shall not adopt or implement such recommendations without obtaining prior Board approval. The Board shall retain any authority it may possess to make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management, and carrying on of the Academy, including regulations relative to the conduct of pupils while in attendance at the Academy or enroute to and from the Academy. The Board shall further retain the obligation, as provided in Section 1274 of the Code, to adopt written policies governing the procurement of supplies, materials, and equipment.

**ARTICLE V.  
FINANCIAL ARRANGEMENTS**

- 5.01. Compensation for Services. For the Initial Term, the Board shall pay Manager an annual fee equal to 12% of the Academy's Total Revenue. The Academy's Total Revenue is equal to the aggregate amount received each fiscal year under the Michigan State School Aid Act of 1979 as amended, federal grant funds, categoricals and other grant monies to the extent allowable by the grantor, less the fee retained by GVSU.
- (b) Reasonable Compensation. The parties hereby acknowledge and agree that Manager's compensation under this Agreement is reasonable compensation for services rendered. Manager's compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the Academy.
- 5.02. No Related Parties or Common Control. Manager will not have any role or relationship with the Academy that, in effect, substantially limits the Academy's ability to exercise its rights, including cancellation rights, under this Agreement. As required by the Academy's Articles of Incorporation and Bylaws, and as required by the Contract, the Board may not include any director, officer or employee of a management company that contracts with the Academy. In furtherance of such a restriction, it is agreed between the Academy and Manager that none of the voting power of the governing body of the Academy will be vested in Manager or its members, managers, officers, and employees, and none of the voting power of the governing body of Manager will be vested in the Academy or its directors, officers, and employees. The Academy and Manager will not employ the same individuals. Further, the Manager has represented to the Academy that the Academy and Manager will not be members of a group of trades or businesses that is considered a single employer under Sections 414(b) or (c) and defined in Section the Internal Revenue Code of 1986, as amended, or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code of 1986, as amended.
- 5.03. Payment of Costs. In addition to the fee described in Section 5.01, the Academy shall reimburse Manager for all costs incurred and paid by Manager in compensating its employees who perform or provide services on behalf of the Academy at the Academy's location. Such employees are the Principal, teachers, and support staff providing direct services at the Academy location. For purposes of this Agreement "Compensating" and "Compensation" shall include gross salary, health insurance, dental care insurance, eye care insurance, retirement/pension benefits, other fringe benefits, and all payroll taxes required to be paid by Manager under applicable law including social security tax payments. Manager shall not provide for compensation beyond the level set forth in the Academy's duly adopted budget.
- 5.04. Time and Priority of Payments.

- (a) Timing of Fee. The fee due to Manager pursuant to Section 5.01 shall be calculated for each school year at the same time as the state of Michigan calculates the SSA, and adjustments to such calculation shall occur at the same time as the State of Michigan makes adjustments to the SSA. Manager shall receive its fee under Section 5.01, as calculated pursuant to the preceding sentence, according to the number of installments made by the state of Michigan. Such installments shall be due and payable within five business days upon receipt from GVSU.
  - (b) Reimbursements. Payments due and owing to Manager pursuant to Section 5.03 shall be made by the Academy to Manager within ten (10) days of the Academy's receipt of the invoice billing.
  - (c) Priority of Payments. The Academy shall satisfy its payment obligations under this Article to Manager in the following order of priority: (1) to reimburse Manager pursuant to Section 5.03 for sums due and owing; (2) to reimburse Manager pursuant to Section 5.03 for sums due and owing for the current month; (3) to pay Manager for installment payments of Manager's fee due and owing pursuant to Section 5.01 for previous months; and (4) to pay Manager for installment payments of Manager's fee due and owing pursuant to Section 5.01 for the current month.
  - (d) No Markup. Manager shall not mark up costs for supplies, materials, equipment or services procured by Manager on behalf of the Academy and will inventory all supplies, material and equipment located at the Academy and provide an inventory to the Board.
- 5.05. Other Institutions. The Academy acknowledges that Manager may enter into similar management agreements with other public or private educational schools or institutions ("Institutions"). Manager shall maintain separate accounts for reimbursable expenses incurred on behalf of the Academy and other Institutions, and only charge the Academy for expenses incurred on behalf of the Academy. If Manager incurs authorized reimbursable expenses on behalf of Academy and other Institutions which are incapable of precise allocation between the Academy and such Institutions, then Manager shall allocate such expenses among all such Institutions, and the Academy, on a pro-rata basis based upon the number of students enrolled at the Academy and the Institutions, or upon such other equitable basis as is acceptable to the parties. All grants or donations received by the Academy, or by Manager for the specific benefit of the Academy, shall be maintained in separate accounts and used solely for the Academy.
- 5.06. Financial Reporting. Manager shall provide the Board with:
- (a) Assistance to the Academy's auditor in its performance of annual audits in compliance with state law.

- (b) Reports on Academy operations, finances and student performance, upon the request of the Academy, GVSU or the State of Michigan, but not less frequently than four (4) times per year.
  - (c) Other information on a periodic basis to enable the Board to monitor Manager's educational performance and the efficiency of its operations of the Academy.
- 5.07. Access to Records. Manager shall keep accurate records pertaining to its operation of the Academy, together with all Academy records prepared by or in the possession of Manager, and maintain all such records on site at the Academy. Upon termination or expiration of this Agreement, Manager shall turn over an orderly and organized set of such records to the Academy. All financial, educational and student records pertaining to the Academy are Academy property and, as such, are subject to the Michigan Freedom of Information Act. All records pertaining to teacher and administrator certification, as well as a copy of the employee handbook, shall be maintained on site at the Academy facility.
- 5.08. Independent Auditor. The Academy's financial and other records related to the Manager shall be made available to the Academy's independent auditor, who shall be selected and solely retained by the Board. The Manager's staff will cooperate with the independent auditor.
- 5.09. Approval of Budget. The Academy's Board shall be responsible for approving the annual budget of the Academy.

## **ARTICLE VI. PERSONNEL AND TRAINING**

- 6.01. Personnel Responsibility. Subject to the Contract, Manager shall have the sole responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline and transfer personnel, consistent with state and federal law, and consistent with the parameters adopted and included within the Educational Program. No employee of Manager shall be designated as the Chief Administrative Officer of the Academy, but an employee of Manager may be a designee of the Chief Administrative Officer for certain ministerial functions.
- 6.02. Principal. Because the accountability of Manager to the Academy is an essential foundation of this partnership, and because the responsibility of a principal ("Principal") is critical to its success, the Principal will be an employee of Manager and Manager will have the authority, consistent with state law, to select and supervise the Principal and to hold him or her or accountable for the success of the Academy. The employment contract with the Principal and the duties and Compensation of the Principal shall be determined by Manager, subject to the annual budget approved by the Board. The Principal and Manager, in turn, will have similar authority to select the teachers in the Academy.

- 6.03. Teachers. Prior to the commencement of the 2013-2014 academic year of the Academy and subject to the Contract, and from time to time thereafter, Manager shall determine the number of teachers required for the operation and the applicable grade levels and subjects required for the operation of the Academy. Manager shall provide the Academy with such teachers, qualified in the grade levels and subjects, as are required by the Academy. The curriculum taught by such teachers shall be the curriculum prescribed by the Academy. Such teachers may, in the discretion of Manager, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such teachers may also work at other schools managed or operated by Manager. Each teacher assigned to the Academy shall hold a valid teaching certificate issued by the State Board of Education under the Code, to the extent required under the Code, and have undergone a criminal background check and unprofessional conduct check, as required under the Code.
- 6.04. Support Staff. Prior to the commencement of the 2013-2014 academic year of the Academy, and from time to time thereafter, Manager shall determine the number and functions of support staff required for the operation of the Academy. The parties anticipate that such support staff may include clerical staff, administrative assistants to the Principal, a bookkeeping staff, and the like.
- 6.05. Employer of Personnel. The Principal, all teaching and instructional personnel and support staff provided by Manager to the Academy pursuant to this Agreement, and performing functions on behalf of the Academy shall be employees of Manager. Compensation, payroll taxes and benefits of all employees of Manager performing services at the Academy as principal, teachers or support staff shall be paid by Manager and reimbursed by the Academy. Manager shall be responsible for paying social security, unemployment, and any other taxes required by law to be paid on behalf of its employees. Manager will be responsible for all employee pension and welfare benefit plan requirements as required by law. None of the principal, teachers or staff employed by Manager shall be considered employees or teachers of the Academy for purposes of tenure or continuing tenure under the Teacher's Tenure Act, PA 4 of 1937, no amended, MCL 38.71 et seq. Unless required by applicable statute, court or administrative decision, or Attorney General's opinion, Manager shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees. Manager shall be responsible for conducting criminal background checks and unprofessional conduct checks on its employees at its expense, as if it were a public school academy under the Code and store same on-site at the Academy.
- 6.06. Training. Manager shall provide training in its methods, curriculum, program, and technology, to all teaching personnel, on a regular and continuous basis. Such methodology shall at a minimum use Manager's teaching staff to utilize their own professional abilities to provide in-service training to each other. Non-instructional personnel shall receive such training as Manager determines as reasonable and necessary under the circumstances.



6.07. Noncompete. Manager agrees that it shall not enter into a noncompete contractual agreement with any of Manager's employees assigned to the Academy, which precludes any such person from working at, or providing services for, the Academy

6.08

## **ARTICLE VII. TERMINATION OF AGREEMENT**

7.01 By Manager.

(a) Manager may terminate this Agreement prior to the end of the term specified in Article II in the event the Board fails to remedy a material breach within 60 days after notice from Manager. A material breach includes, but is not limited to, the Academy's failure to pay any fee or reimbursement required by the terms of this Agreement. Termination shall not relieve the Academy of any obligations for payments outstanding to Manager as of the date of termination; the Academy shall not be obligated to make further payments to Manager.

(b) By Academy. The Academy may terminate this Agreement prior to the end of the term specified in Article II in the event that Manager shall fail to remedy a material breach within 60 days after notice from the Board. Material breach includes, but is not limited to: (1) failure to account for its expenditures or to pay Academy operating costs as required under this Agreement (provided funds are available to do so), (2) failure to substantially follow policies, procedures, rules, regulations or curriculum duly adopted by the Board which are not in violation of the Contract, this Agreement, or law, or (3) failure to abide by and meet educational goals set forth in the Contract.

7.02. Change in Law. If any federal, state or local law or regulation, or court or administrative decision or Attorney General's opinion has a material adverse impact on the ability of either party to carry out its obligations under this Agreement and if the parties are unable or unwilling to renegotiate the terms within 30 days after such change in law, the party requiring the renegotiation may terminate this Agreement on 30 days further written notice.

7.03. Termination/Expiration.

(a) Effective Date of Termination. In the event this Agreement is terminated by either party prior to the end of the term specified in Article II, absent unusual and compelling circumstances, the termination will not become effective until the end of the school year following the notice of termination.

(b) Personal Property. Upon termination or expiration of this Agreement, for any reason, the Academy shall elect whether to (a) return any property that has been

purchased or leased from a third party with Manager funds to Manager or (b) purchase such property from Manager or said third party for the fair market value of said equipment.

(c) Future Advances/Out-of-Pocket Expenses. Manager shall make no future advances or expend funds out-of-pocket, unless specifically in accordance with the terms of this Agreement.

7.04. Transition. In the event of termination of this Agreement for any reason by either party prior to the end of this Agreement's term, Manager shall provide the Academy good faith, reasonable assistance for up to 90 days to assist in the transition to a new educational service provider. Upon termination, and without charge, the Manager shall (i) close the books on the then-current fiscal quarter; (ii) organize and prepare the Academy's records for transition to the new educational service provider; (iii) organize and prepare student records for transition to the new educational service provider, and (iv) provide for the orderly transition of employee compensation and benefits to the new manager without disruption to staffing.

## **ARTICLE VIII. PROPRIETARY INFORMATION**

8.01. Required Disclosure. The Academy shall be permitted to report any new teaching techniques or methods or significant revisions to known teaching techniques or methods to the Academy Board and to the State Board of Education, which teaching techniques or methods may thereafter be made available to the public, as provide in Section 505(3) of the Code. To the extent required under the Code and the Freedom of Information Act, MCLA 15.231 et seq., Manager's educational materials and teaching techniques used at the Academy are subject to public disclosure.

8.02. Ownership. The Academy shall own, without restriction or additional costs, all proprietary rights to curriculum and educational materials that are directly developed by the Academy and paid for with Academy funds.

## **ARTICLE IX. INDEMNIFICATION**

9.01. Indemnification of Manager. To the extent permitted by law and without waiving any privilege or immunity, the Academy shall indemnify and save and hold Manager and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any noncompliance by the Academy with any agreements, covenants, warranties, or undertakings of the Academy contained in or made pursuant to this Agreement, and any

misrepresentations or breach of the representations and warranties of the Board contained in or made pursuant to this Agreement. In addition, to the extent permitted by law, the Academy shall reimburse Manager for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this section may be met by the purchase of insurance pursuant to Article X, and the indemnification and/or reimbursement may not exceed the amount of insurance proceeds available.

- 9.02. Limitations of Liabilities. The Board may, in its discretion, assert all privileges, immunities or statutory limitations of liability in connection with any claims arising under this Agreement or the operation of the Academy.
- 9.03. Indemnification of Academy. Manager shall indemnify and save and hold the Academy and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason, of any noncompliance by Manager with any agreements, covenants, warranties or undertakings of Manager contained in or made pursuant to this Agreement, and any misrepresentation or breach of the representations and warranties of the Manager contained in or made pursuant to this Agreement. In addition, Manager shall reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this section may be met by the purchase of insurance by Manager pursuant to Article X.

## **ARTICLE X. INSURANCE**

- 10.01. Insurance Coverage. Manager shall maintain such policies of insurance as required by the Contract, Michigan Universities Self-Insurance Corporation (“MUSIC”), or applicable law. In addition, Manager shall maintain an umbrella policy of not less than two million dollars (\$2,000,000.00) (or such greater amount if required by the terms of the Contract, MUSIC, or applicable law). Each party shall maintain general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence (or such greater amount if required by the terms of the Contract, MUSIC or applicable law), with the other party listed as an additional insured if permitted by MUSIC. The Academy shall maintain insurance on its facility and related capital items leased by the Academy, all as may be required by the terms of the Academy’s lease(s). Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. In the event that MUSIC or DPS requests any change in coverage by Manager, Manager agrees to comply with any change in the type and amount of coverage requested by MUSIC or DPS within thirty (30) days after notice of the insurance coverage change is provided to Manager. Each party shall comply with any information or reporting requirements required by the other party’s insurer(s), to the extent reasonably practicable.

- 10.02. Worker's Compensation Insurance. Each party shall maintain workers' compensation insurance as required by law, covering their respective employees, if any.

**ARTICLE XI.  
WARRANTIES AND REPRESENTATIONS**

- 11.01. Academy Warranties and Representations. The Academy represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.
- 11.02. Manager Warranties and Representations. Manager warrants and represents that it is a corporation in good standing and is authorized to conduct business in the State of Michigan. Manager represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. Manager warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.
- 11.03. Mutual Warranties. Each party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

**ARTICLE XII.  
ALTERNATIVE DISPUTE RESOLUTION PROCEDURE**

- 12.01. Any and all disputes between the parties, concerning any alleged breach of this Agreement, or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement, shall be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association seated in Wayne County, Michigan, by an arbitrator knowledgeable and expert in Michigan and federal education law with such variations as the parties and arbitrators unanimously accept. The arbitrators' award shall be final and binding. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction. Each party shall be responsible for their own costs and attorneys' fees.

**ARTICLE XIII.  
MISCELLANEOUS**

- 13.01. Sole Agreement. This Agreement constitutes the entire agreement of the parties and supersedes and replaces any and all prior agreements and understandings between the Academy and Manager.

13.02. Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, accident, labor strike, flood, or other acts beyond its reasonable control; provided either party may terminate this Agreement under Article VII if sufficient grounds exist as required by said Article VII.

13.03. State Governing Law. The rights of all parties hereto shall be subject to the jurisdiction of and be construed according to the laws of the State of Michigan.

13.04. Official Notices. All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the address set forth below. Notice may be given by: (1) certified or registered mail, postage prepaid, return receipt requested, or (2) personal delivery. The address of the parties hereto for the purposes aforesaid shall be:

If to the Academy: Ms. Stephanie Nimene, Board of Director's President  
Pathways Global Leadership Academy  
19785 W. 12 Mile Rd. #220  
Southfield, MI 48076-2584

With a copy to: Ms. Deborah L. Baughman  
Jeff, Raitt, Hover & Weiss, PC  
27777 Franklin Road, Suite 2500  
Southfield, MI 48034

With a copy to: Grand Valley State University  
Charter School Office  
201 Front Avenue SW Suite #310  
Grand Rapids, MI 49504

If to Manager: Ms. Zakia Pope-Gibson, CEO/Founder  
Pathways Global Institutes, LLC  
19785 W. 12 Mile Rd. #220  
Southfield, MI 48076-2584

13.05. Assignment. This Agreement may not be assigned by Manager without the prior consent in writing of the Academy (which consent shall not be unreasonably withheld) or by the Academy without the prior consent in writing of Manager (which consent shall not be unreasonably withheld), provided that Manager may, without the consent of the Academy, delegate the performance of, but not responsibility for, any duties and obligations of Manager hereunder to any independent contractor, expert or professional adviser.

13.06. Amendment. This Agreement shall not be altered, amended, modified or supplemented except by written agreement approved by the Board and signed by both the President of

the Academy and authorized officer of Manager. Any amendment to this Agreement must be submitted to GVSU for review in the same form and manner as a new agreement.

- 13.07. Amendment for Obtaining Tax-Exempt Financing. The parties agree to promptly amend this Agreement to comply with reasonable interpretations of Revenue Procedure 97-13 or any successor document should such be necessary for participation by the Academy in tax-exempt financing of operational or facilities-related indebtedness requested by the Academy Board and undertaken in compliance with the Contract.
- 13.08. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.
- 13.09. Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement.
- 13.10. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.
- 13.11. No Third Party Rights. This Agreement is made for the sole benefit of the Academy and Manager. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship between the parties to this Agreement, or either or them, and any third person, including a relationship in the nature of a third party beneficiary, fiduciary or GVSU.
- 13.12. Survival of Termination. All representations, warranties, and indemnities made in this Agreement shall survive any termination or expiration of this Agreement without limitation.
- 13.13. Conflict with Contract. No portion of this Agreement shall conflict with the Contract. To the extent that there is conflict between this Agreement and any term of the Contract, whether now or in the future, the Contract shall govern. Manager agrees to comply with each and every section of the Contract applicable to it and to comply with the provisions prohibiting conflicts of interest in the Contract and under applicable law.
- 13.14. 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,

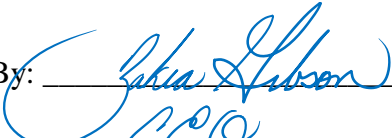
agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses 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 School of Excellence 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.

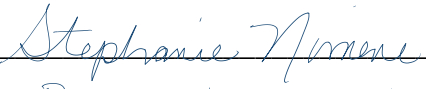
- 13.15 Revocation or Termination of Contract. If the Academy's Contract issued by the Grand Valley State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or termination without further action of the parties.
- 13.16 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.
- 13.17 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.
- 13.18 Execution and Counterparts, copies. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Photocopy, facsimile, printable electronic or other copies of this Agreement may be relied upon to the same extent as the original.
- 13.19 Review by Independent Counsel. The parties agree that each has reviewed, or had the opportunity to review, this Agreement with its independent legal counsel prior to the execution of this Agreement.

*IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.*

**PATHWAYS GLOBAL  
INSTITUTES, LLC. (MANAGER)**  
a Michigan Corporation

**PATHWAYS GLOBAL LEADERSHIP  
ACADEMY (ACADEMY)**  
a Michigan Public School Academy

By:   
Its: CEO  
Date: 3-20-2014

By:   
Its: Board President  
Date: March 20, 2014



**SCHEDULE 7**

**ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM**

**SCHEDULE 7-1**

**EDUCATIONAL GOALS AND PROGRAMS**

## **SCHEDULE 7-1**

### **EDUCATIONAL GOALS**

#### Standards for Schools Serving from Kindergarten to Eighth Grade:

Standard #1: On the average of all MEAP tests administered or successor state test administered, the public school academy will meet or exceed the performance of its select peer district. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Standard #2: On the average of all MEAP tests or successor state test administered, the public school academy will meet or exceed the performance of its compositional peer district. The comparison scores for the compositional peer district are populated by the weighted total of MEAP scores from those districts in which the PSA's students physically reside.

Standard #3: The public school academy will not average more than one-half a standard deviation below GVSU's MEAP or successor state test/Free-Reduced Lunch regression model for all grades and subjects included in the model.

Standard #4: The Fall to Spring growth rate of each grade and subject for all groups of pupils for which the administered nationally norm-referenced test is designed will fall at the fiftieth percentile or higher.

#### Standards for Schools Serving Students from Ninth to Twelfth Grade:

Standard #1: The public school academy will meet or exceed the performance of its select peer district's ACT composite or successor state test performance for all groups of pupils. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Standard #2: The public school academy will not average more than one-half a standard deviation below GVSU's ACT or successor state assessment/Free-Reduced Lunch regression model for all grades and subjects included in the model.

Standard #3: The public school academy will meet or exceed its select peer district's four-year adjusted cohort graduation rate. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Standard #4: The public school academy will meet or exceed its select peer district's annual percent daily attendance for all grades as recorded by the MDE. A select peer

district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Date: 9-26-13

Stephanie Nomone  
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Pathways Global Leadership Academy Board of Directors at a properly noticed open meeting held on the 26 day of September, 2013, at which a quorum was present.

Mary Mayo  
Board Secretary

**SCHEDULE 7-2**

**CURRICULUM**



## Pathways Global Leadership Academy

### Online Addendum

The Academy will comply with the requirements of MCL 380.552(20). The Academy will submit a report to the MDE, in a form or manner prescribed by the MDE, that reports the number of pupils enrolled in an online or distance learning program during the immediately preceding month.

Please see separate folder on Contract CD for full Curriculum

**SCHEDULE 7-3**

**STAFF RESPONSIBILITIES**





## Pathways Global Leadership Academy

### Schedule 7-3 Addendum

Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule. The Academy may use noncertified individuals to teach as follows:

(a) A classroom teacher in any grade a faculty member who is employed full-time by the state public university and who has been granted institutional tenure, or has been designated as being on tenure track, by the state public university, and

(b) In any other situation in which a school district is permitted under this act to use non-certificated teachers.

All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.

Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all teachers and school administrators a rigorous, transparent, and fair performance evaluation system that complies with sections 1249 and 1250 of the Code. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Performance Evaluation System Commencing with the 2013-2014 School Year. If the Academy Board adopts and implements for all teachers and school administrators a performance evaluation system that complies with section 1249(7) of the Code, then the Academy Board is not required to implement a performance evaluation system that complies with section 1249(2) and (3). If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Parent Notification of Ineffective Teacher Ratings. Beginning with the 2015-2016 school year and continuing on during the term of this Contract, if a pupil is assigned to be taught by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations under section 1249, the Academy Board shall notify the pupil's parent or legal guardian that the pupil has been assigned to a teacher who has been rated as ineffective on the teacher's 2 most recent annual year-end evaluations. The notification shall be in writing and shall be delivered to the pupil's parent or legal guardian by U.S. mail not later than July 15<sup>th</sup> immediately preceding the beginning of the school year for which the pupil is assigned to the teacher, and shall identify the teacher who is the subject of the notification.

Teacher and Administrator Job Performance Criteria. The Academy Board shall implement and maintain a method of compensation for its teachers and school administrators that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation earned and paid in accordance with Applicable Law. The assessment of job performance shall incorporate a rigorous, transparent, and fair evaluation system that evaluates a teacher's or school administrator's performance at least in part based upon data on student growth as measured by assessments and other objective criteria. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider complies with this section.



# Faculty/Staff Primary Performance Expectations

## **Director of Leadership and Compliance (Principal) (12 Month Employee)(Full-Time)**

***Employed by:*** The Charter Management Organization

***Reports to:*** The Charter Management Organization

***Directed by:*** The Charter Management Organization

***Evaluated by:*** The Charter Management Organization

***Directs:*** All PGLA Employees

### **Requirements:**

Master's Degree or Higher, Teacher Certification and/Administration Certificate or Meet Administration Requirement within 3 Years, 2 Years of School Administration Experience, 3 Years or More Teaching Experience, Criminal Records Clearance

Mon. – Fri. 7:00A.M. – 5:00P.M.

(Exception: Meetings and Special Events)

Ensure Compliance with all Applicable Local, State, Federal Laws, Authorizer, the Academy's Charter  
Manages Daily School including Operations, Curriculum, Instruction and Assessment  
Local, State, Federal, Academy Board, and Authorizer Reporting to Educational Agencies (Compliance)  
Supervision and Training of Instructional Staff to Support the School's Culture, Mission, and Vision  
Insure the Accuracy of School Improvement Plan, Re-Authorization Dissertation, Annual Report

Policy Recommendations for the Board

Analyze Student Performance Data to Plan and Drive Instruction

Staff Professional Development Plan and Corresponding Delivery

Regular Attendance

Morning Announcements (*1<sup>st</sup> Line*)

Discipline (*2<sup>nd</sup> Line*)

*Enforce P.B.I.S.*

School Budget/Title I.

Grant and Stipend Proposals

Staff and Faculty Schedules and Assignments

Lead Faculty Meetings and Committees

Academy Safety and Security

Formal and Informal Teacher Evaluations

Provide Face-to-Face Feedback

**Director of Leadership and Compliance (Principal)  
(12 Month Employee)(Full-Time)(cont.)**

Parental Involvement  
Generate Public and Community Support (Partnerships)  
Monitor Curriculum, Instruction and Assessment  
Grand Valley State University Leadership Meetings  
Lead District Leadership Team Meetings (DLTM)  
Weekly Leadership Team Meetings(LTM)  
Arrival/Dismissal Lunch Duty  
Recruit, Interview, and Select Highly Qualified Teachers and Staff  
Submit New Hire Documents  
School-Wide Scheduling and Calendar (Administrative Team Planning)  
Attend Local, State, and National Events and Professional Learning Opportunities (*including MAPSA*)  
Communicate to School Community  
Coffee with the Principal and Fireplace Chats  
Title I. Reporting and Compliance (2<sup>nd</sup> Line Meetings)  
Receives and Reviews Committee Meeting Minutes  
IEP/504/RTI Meeting Participant (*upon request*)  
Receives IEP/504/RTI Meeting Minutes and Reports (2<sup>nd</sup> Line)  
*PTO Requests (1<sup>st</sup> Line)*  
Supply, Educational Excursion and Expedition, and Professional Development Approval (2<sup>nd</sup> Line)  
Receives Reports for JumpSTART, ASAP and Kaleidoscope Programs  
GVSU Compliance Cabinet Document Requirements  
Emergency Drill Schedules and Implementation  
SIT and SI Sub-Team Member  
Review and Analyze Student, Staff, and Parent Survey Results  
School Marketing  
Emergency Response Team Lead

**Director of Behavioral Interventions & Student Discipline (Assistant Principal)  
(12 Month Employee)(Full-Time)**

***Employed by:*** The Charter Management Organization  
***Reports to:*** The Director of Leadership & Compliance (Principal)  
***Directed by:*** The Director of Leadership & Compliance (Principal)  
***Evaluated by:*** The Director of Leadership & Compliance (Principal)  
***Directs:*** Support Faculty and Staff

**Requirements:**

Master's Degree or Higher, Teacher Certification and/Administration Certification or Meet Administration Requirement within 3 Years, 1 Year of Administrative Experience, 3 Years or More Teaching Experience, Criminal Records Clearance

Mon. – Fri. 7:30A.M. – 4:00P.M.  
(Exception: Meetings and Special Events)

Local, State, Federal, Academy Board, and Authorizer Reporting to Educational Agencies (Compliance)  
 Student Services  
 Discipline (*1<sup>st</sup> Line*)  
 Truancy  
 Training of Instructional Staff to Support the School's Culture, Mission, and Vision  
 Discipline Records and Entry  
 P.B.I.S./Responsible Thinking Process  
 B.I.P. Development  
 Grant Proposals  
 Lead Faculty Meetings and Committees  
 Academy Safety and Security  
 Staff Professional Development Plan and Corresponding Delivery  
 Analyze Student Discipline Data  
 Informal Observations  
 Assist with Development of School Calendar  
 Face-to-Face Feedback  
 Parental Involvement  
 Generate Public and Community Support  
 Grand Valley State University Leadership Meetings  
 CMO Leadership Meetings  
 Family Success Guide  
 Weekly Leadership Team Meetings (LTM)  
 Arrival/Dismissal Academy Duty/Lunch Duty

**Director of Behavioral Interventions & Student Discipline (Assistant Principal)  
Assistant Principal (12 Month Employee)(Full-Time)(cont.)**

After-School Detention  
Recruit, Interview, and Recommend Highly Qualified Teachers  
Staff School-Wide Scheduling  
Attend Local, State, and National Events and Professional Learning Opportunities (*including MAPSA*)  
Communicate to School Community  
Classroom Discipline - Expectations, Rewards, Consequences, Behavior Contracts (Fair, Firm, Friendly Model)  
Fireplace Chats  
Title I. Meetings and Compliance  
Reviews Committee Meeting Minutes  
IEP/504/RTI Meeting Participant (*upon request*)  
Reviews IEP/504/RTI Meeting Minutes and Reports  
SIT and SI Sub-Team Member  
Review and Analyze Student, Staff, and Parent Survey Results  
School Marketing  
Emergency Response Team Member

**Director of Office Management & Pupil Records (12 Month Employee)(Full-Time)**

**Employed by:** The Charter Management Organization

**Reports to:** Director of Leadership & Compliance (Principal)

**Directed by:** Director of Leadership & Compliance (Principal)

**Evaluated by:** The Director of Leadership & Compliance (Principal)  
with Input from the Director of Operations

**Directs:** Office Assistant

**Requirements:**

High School Diploma or Equivalent or Higher, 3 Years of Secretarial Experience, Criminal Records Clearance

Mon. – Fri. 7:30A.M. – 5:00P.M. (Lunch 12:30P.M. – 1:30P.M.)  
(Exception: Meetings and Special Events)

Works Collaboratively with the Office Assistant

Greets Guests and Answers Phones (2<sup>nd</sup> Line)

Manages Office and Pupil Records

Issues Tardy Passes

Schedules Principal Appointments

Goggle Apps. and Office School-Wide Calendar Updates

PTO Substitute Arrangement, Staff Absence Email Notification and Individual Employee Absentee Records

Receives Weekly Attendance Record Print-Outs

Pupil Accounting System Liaison (PowerSchool/PowerSource/PowerTeacher) (1<sup>st</sup> Line)

Student Medication Distribution

Grand Valley State University Compliance Cabinet (2<sup>nd</sup> Line)

Discipline Referral and Communication Binder Maintenance

Website Mass Communication Updates

Monitors School's Main Voicemail Mailbox

Answers Website General Questions

Re-Enrollment, Open Enrollment, Kindergarten Round-Up Application Acceptance, Filing, Follow-Up

Enrollment, Open Enrollment, Kindergarten Round-Up Packet Creation and Weekly Updates

Count Day Forms and Process

Weekly School Newsletter and Kiosk Update

CA60 Records Sending and Receiving/ Records Requests and Subpoenas

IP100 Reports

Immunization Updates

Pupil Accounting Functions, Admission, Withdraw, Schedule Changes, Attendance Changes, Troubleshooting FTE

Conflict Resolution

Self-Evaluation/Review and Analyze Student, Staff, and Parent Survey Results

School Marketing

Emergency Response Team Member

**Office Assistant (12 Month Employee)(Full-Time)**

**Employed by:** The Charter Management Organization

**Reports to:** Director of Leadership & Compliance (Principal)

**Directed by:** Administrative Assistant

**Evaluated by:** The Director of Leadership & Compliance (Principal)  
with Input from Director of Office Management and Pupil Records

**Requirements:**

High School Diploma or Equivalent or Higher, 3 Years of Office Assistance Experience,  
Criminal Records Clearance

Mon. – Fri. 7:00A.M. – 4:30P.M. (Lunch 11:30P.M. – 12:30P.M)

(Exception: Meetings and Special Events)

AM Student Absences Verification

Greets Guests and Visitors/ 1<sup>st</sup> Responder to Office Phone Calls and Entry

Maintains Teacher Information Center/ Form Updates – Calling Tree, Directory, etc.

Teacher Copy Requests/Copy and Laminating Machine Maintenance

School-Wide Informational Postings/Common Bulletin Boards

First Aid Incidents

Tardy and Early Pick-Up Passes

Tardy, Early Pick-Up, Volunteer Letters and Follow-Up

Postal Services – Distribution, Outgoing, Meter, Sorting

School-Wide Fax and Meter Machine Operation

Daily Faculty and Staff Sign-In and Meeting Form Preparation

Truancy Liaison (*Between Main Office and AP*)

Faculty and SIT Meeting Agendas, Alternate Board Liaison

Self-Evaluation/Review and Analyze Student, Staff, and Parent Survey Results

School Marketing

Emergency Response Team Member



**Director of Family & Student Support (11 Month Employee)(Full-Time)**

**Employed by:** The Charter Management Organization

**Reports to:** The Director of Leadership & Compliance (Principal)

**Directed by:** The Director of Leadership & Compliance (Principal)

**Evaluated by:** The Director of Leadership & Compliance (Principal)

**Requirements:**

Master's Degree or Higher in Counseling, 3 Years or More Counseling Experience, Criminal Records Clearance

Mon. – Fri. 7:30A.M. – 4:00P.M.

(Exception: Meetings and Special Events)

*Discipline (3<sup>rd</sup> Line)*

LEA Homeless Liaison (McKinney Vento)

Individual/Small Group Counseling

Co-Testing Coordinator (*SMARTER BALANCED/NWEA*)

Re-Enrollment/Open Enrollment/ K Round-Up Organizer

Community Outreach (*OCHD Screenings, Mobile Dentist, etc.*)

Protective Service Reporting

Work Study Partnerships

Morning Announcements (*3<sup>rd</sup> Line*)

Morning Meetings

Student Success Program/Classroom Guidance Meetings

Arrival/Dismissal Lower Academy Duty

Lunch Duty

Facilitates Parent Group Meetings

Conducts Home Visits

Parent Teacher Conferences/IEP Meetings Participation (upon request)

Classroom Guidance

Student/Family Referrals (*Social Worker, Counseling, Shelter, etc.*)

New Student Orientation

Peer Facilitation (*Peer Mentor Programs*)

Staff Consultation and In-Service Training

Planning and Evaluation of the Family and Community Service Relations Program

Provide Workshops for Parents and Students/Fireplace Chat

Establishes Community Partnerships

Committee Participation

School Improvement Team Strand Member

IEP/504/RTI Meeting Participant (*upon request*)

Receives IEP/504/RTI Meeting Minutes and Reports

Plans Career Fair (*with Events Committee*)

**Director of Family & Student Support (11 Month Employee)(Full-Time)(cont.)**

PGLA Closet and Parent Center  
Assign and Monitor Volunteers  
Truancy Reporter (*Referred by Instructor or Office Assistant*)  
Family Empowerment Plan  
Parent Academy Facilitator  
Scheduling (Administrative Team Planning)  
Title I. Coordinator  
SIT and SI Sub-Team Member  
SIT Community Partnership Liaison  
Parent Task Force Meeting and Reporting  
Self-Evaluation/Review and Analyze Student, Staff, and Parent Survey Results  
School Marketing  
Emergency Response Team Member

**Director of Curriculum Instruction and Assessment (11 Month Employee)(Full-Time)**

**Employed by:** The Charter Management Organization

**Reports to:** The Director of Leadership & Compliance (Principal)

**Directed by:** The Director of Leadership & Compliance (Principal)

**Evaluated by:** The Director of Leadership & Compliance (Principal)

**Directs:** Instructional Faculty

**Requirements:**

Master's Degree or Higher, Teacher Certification and/ Administration Certification or Meet Administration Requirement within 3 Years, Coaching 101 Certification or Meet Requirement in 1 Year, 1 Year of Administrative Experience, 3 Years or More Teaching Experience, Criminal Records Clearance

Mon. – Fri. 7:30A.M. – 4:00P.M.  
(Exception: Meetings and Special Events)

Provides Support for the Instructional Staff

Discipline (4<sup>th</sup> Line)

Receives and Checks Instructional Strategy Plans (ISPs)

Schedules Professional Learning Workshops and Creates PLW Agendas

Supervises the Maintenance of Individual Professional Development Forms

Supply Requests

Co-Testing Coordinator (SMARTER BALANCED/NWEA)

Timesheet Submittal for JumpSTART, ASAP and Kaleidoscope Programs

Receipt of Para-Educators Logs and Scheduling Training

Grade Level Meetings Participant

Creates and Receives Grade Level Schedules

Electronic Supplement (i.e. Study Island/PLATO) Accountability

ASAP/Summer School

Substitute Instructional Orientation

Arrival/Dismissal Duty/ Lunch Duty

Instructional Resource Specialist

Facilitates Face-to-Face Feedback

Success-4-All Teacher Mentor Program

Instructional Educational Excursions

Student Teaching Partnerships

National Certification Processes

Receives Team Meeting Minutes

Parent Academy Facilitator

Data Analysis

Academic Intervention Strategies

Student Academic Clubs

**Director of Curriculum Instruction and Assessment (11 Month Employee)(Full-Time)(cont.)**

Coaching Face-to-Face Meetings  
Informal Observations  
IEP/504/RTI Meeting Participant (*upon request*)  
Receives IEP/504/RTI Meeting Minutes and Reports  
Supply Requests, Educational Excursion/Expedition Requests, and Professional Development Requests/Approval (*1<sup>st</sup> Line*)  
Pupil Accounting System Liaison (PowerSchool/PowerSource/PowerTeacher) (*2<sup>nd</sup> Line*)  
Progress Reports and Report Cards Review and Printing  
Student Retention Process  
Maintain Title I. Logs  
Scheduling (Administrative Team Planning)  
Compliance GVSU Professional Development  
Classroom Instructional Resources Inventory  
Textbook/Literature Novels Inventory  
Textbook/Literature Novels/Reordering/Replacement  
SIT and SI Sub-Team Member  
Self-Evaluation/Review and Analyze Student, Staff, and Parent Survey Results  
School Marketing  
Emergency Response Team Member

### **Instructional Faculty (10 Month Employee)(Full-Time)**

**Employed by:** The Charter Management Organization

**Reports to:** Director of Leadership & Compliance (Principal)

**Directed by:** Director of Curriculum Instruction and Assessment

**Evaluated by:** The Director of Leadership & Compliance (Principal)

with Input from the Director of Curriculum Instruction and Assessment

**Directs:** ParaEducators

#### **Requirements:**

Bachelor's Degree, Master's Degree or Higher Preferred, Teacher Certification, Teaching Experience Preferred, Criminal Records Clearance

Mon. – Fri. 7:30P.M. – 3:30P.M.

(Exception: Meetings and Special Events)

Highly Qualified and Highly Effective in Area of Specialty

Set High Expectations for Self and Students/ Student Achievement

Classroom Cleanliness, Organization, Establishes a Decorated Environment Conducive to Learning

Greets Parents During Arrival and Dismissal (Sign-Out)

Directs and Provides Support to Para-Educators

Facilitates Morning Meetings Daily, DEAR (Drop Everything and Read)

Data Analysis (Formal, Summative, SMARTER BALANCED, NWEA, DRA)

Instructional Strategy Plans (*due every Sunday by 6:00pm*)

Implement PBIS/Establish a Classroom Behavior Management Plan

Classroom Discipline - Expectations, Rewards, Consequences, Behavior Contracts (Fair, Firm, Friendly Model) Hallway and Transition Student Conduct, Playground Safety

Curriculum Implementation, Common Assessment Usage, Utilizing a Variety of Supplemental Resources

Effective Technology and Fine Arts Integration, Cross Curricular Instruction, Writing Across the Curriculum

Focusing on Mastery Method of Instruction and Learning verses Banking Method (*Applying Bloom's Taxonomy*)

Alternative Methods of Instruction – Hands On, Project Based, Inquiry Based etc. (*minimum worksheet usage*)

Consideration of Maslow's Hierarchy of Human Needs Infuse

Culturally and Life Relevant Lessons

Utilize a Differentiated and Tiered Instructional Model

Recognize All Student's Learning Styles (*Multiple Intelligences*)

Prepares Lessons with the Rigor Relevance and Relationships Model

Display Current Teaching Objectives and Homework (*Inside of Classroom*)

Active Word Walls and Strong Academic/Content Area Vocabulary Exposure

Update Interior and Exterior Bulletin Boards Monthly

Create/Maintain Technology, Reading and Learning Centers

Creating, Posting, and Utilizing Curriculum Map

### **Instructional Faculty (10 Month Employee)(Full-Time)(cont.)**

Books and Supply Inventory/ Classroom Library Maintenance (Check-Out/Check-In System) Document Submission According to Deadlines

Teacher Website Creation/Updates and Study Island Implementation  
Progress Reports and Report Cards

Regular Parent/Teacher Communication, Collaboration and Parent/Teacher/Student Conferences Weekly  
Classroom Newsletters

Grade Level and Content Level Planning/Meetings/Activities and Collaboration

Committee Participation (*Responsible for Membership in 1 Committee*) and School Improvement Team Strand Member  
RTI Selection/Documentation/Implementation

Accurate Attendance Documentation and Submittal (*due every Friday to Administrative Assistant*)  
Submit Late Check-Out Forms (*to Late Pick-Up Coordinator*)

Planning Educational Excursions

Instructional Educational Excursions/Expeditions and Teacher Mentoring  
Assign and Train a Student Classroom Ambassador

Documentation (*Antidotal Records, Student Portfolios, End-of-the-Year CA60 Update*)  
Fund Collection (*Jeans for a Cause, etc.*)

Specialization Professional Learning Participation (*minimum 2/yr.*)

Member of a Professional Education Organization of Choice

Pathways Book Exchange Readings and Postings

Accountable for Reading Weekly Principal's Newsletter/Notes/Emails

Self-Evaluation/Review and Analyze Student, Staff, and Parent Survey Results

School Marketing

Familiar with Emergency Response Team Protocol

**Director of Special Education Services and Resources (11 Month Employee)(Full-Time)**

**Employed by:** The Charter Management Organization

**Reports to:** The Director of Leadership & Compliance (Principal)

**Evaluated by:** The Director of Leadership & Compliance (Principal) with Input from Assistant Principal

**Directed by:** The Assistant Principal

**Directs:** ParaEducators and Special Education Contracted Service Providers

**Requirements:**

Bachelor's Degree, Master's Degree or Higher Preferred, Teacher Certification, Special Education Endorsement, Teaching Experience Preferred, Criminal Records Clearance

Mon. – Fri. 7:30A.M. – 4:00P.M.

(Exception: Meetings and Special Events)

Supervises and Provides Support for Students, Volunteers, and Assigned Staff  
Teacher Primary Tasks and Expectations (*see Teaching Faculty Description – Applicable Items*) Local, State, and Federal SPEN Reporting  
Organizing and Implementing a Special Education Instructional Program  
ParaEducator Supervisor  
Collaborate with Teachers, ParaEducators and Parents  
Schedule IEP/504 Meetings  
Supervise SPEN Contracted Service Providers  
Provides Intervention and Modification Strategies for Teachers  
Maintain Easy IEP System and IEP Files  
Arrange for Special Education Professional Development for Teachers  
Special Education Meeting Participant  
Special Education Department Website Creation/Updates  
Regular Parent/Teacher Communication and Collaboration  
Grade Level Planning/Meetings (as requested)  
Supervision of the RTI Program and Support Members  
Assign and Train a Student Classroom Commodore  
Participate in Special Education and School-Wide Professional Learning  
Arrival and Dismissal Middle School Academy Hallway Duty Familiar with the Emergency Response Team Protocol

**Technology Instructor (10 Month Employee)(Full-Time)**

**Employed by:** The Charter Management Organization

**Reports to:** Director of Leadership & Compliance (Principal)

**Directed by:** Director of Curriculum Instruction and Assessment

**Evaluated by:** The Director of Leadership & Compliance (Principal) with Input from the Director of Curriculum Instruction and Assessment

**Requirements:**

Bachelor's Degree, Master's Degree or Higher Preferred, Teacher Certification, Teaching Experience and/or Computer Science Related Experience Preferred, Criminal Records Clearance

Mon. – Fri. 7:30A.M. – 3:30P.M.  
(Exception: Meetings and Special Events)

Teacher Primary Tasks and Expectations *(see Teaching Faculty Description – Applicable Items)*

Website Security and Blockers  
Technology Acceptable Use Agreement  
School Website Maintenance  
Technology Funding/Grant Proposals  
MACUL  
Technology Team Leader  
Technology Plan Development Lead  
Open Lab Hours/Schedule  
Library Inventory/Check-Out  
Technology Inventory/Barcoding  
School-Wide Technology Maintenance and Troubleshooting  
School Technology Provider Liaison  
Submits Technology Work Tickets  
Monitors and Adjusts Website Blocker  
Technology Professional Learning Workshops for Teachers  
Arrival, Lunch, Dismissal Duty  
Familiar with the Emergency Response Team Protocol



**Music Instructor (10 Month Employee)(Full-Time)**

**Employed by:** The Charter Management Organization

**Reports to:** The Director of Leadership & Compliance (Principal)

**Directed by:** The Director of Curriculum Instruction and Assessment

**Evaluated by:** The Director of Leadership & Compliance (Principal) with Input from the Director of Curriculum Instruction and Assessment

**Requirements:**

Bachelor's Degree, Master's Degree or Higher Preferred, Teacher Certification, Elementary Music Endorsement, Teaching Experience Preferred, Criminal Records Clearance

Mon. – Fri. 7:30A.M. – 3:30P.M.

(Exception: Meetings and Special Events)

Teacher Primary Performance Expectations (*see Teaching Faculty Description – Applicable Items*)

Beginning of the Year Student Performance

Student of the Month Assembly Performance

Winter Concert

African American History Program

Spring Concert

Honor's Award Ceremony Performance

Kindergarten Promotion Ceremony Performance

End of the Year Performance

Arrival, Lunch, Dismissal Duty

Familiar with the Emergency Response Team Protocol

**Physical Education Instructor (10 Month Employee)(Full-Time)**

***Employed by:*** The Charter Management Organization

***Reports to:*** The Director of Leadership & Compliance (Principal)

***Directed by:*** The Director of Curriculum Instruction and Assessment

***Evaluated by:*** The Director of Leadership & Compliance (Principal)  
with Input from the Director of Curriculum Instruction and Assessment

**Requirements:**

Bachelor's Degree, Master's Degree or Higher Preferred, Teacher Certification, Physical Education Endorsement, Teaching Experience Preferred, Criminal Records Clearance

Mon. – Fri. 7:30A.M. – 3:30P.M.  
(Exception: Meetings and Special Events)

Teacher Primary Tasks and Expectations (*see Teaching Faculty Description – Applicable Items*)

Athletic Director

Special Athletic Events (Jump Rope for Heart, Martian Marathon etc.)

Storage of the PE Equipment

Collaborate on Field Day with PTF

Supervise School-Wide Sports Programs

Arrival, Lunch, Dismissal Duty

Familiar with the Emergency Response Team Protocol

**Para-Educators (10 Month Employee)(Full-Time)**

**Employed by:** The Charter Management Organization

**Reports to:** The Director of Leadership & Compliance (Principal)

**Directed by:** Assistant Principal

**Directed by:** The Special Education Coordinator

**Lead By:** The Lead Teacher

**Evaluated by:** Director of Leadership & Compliance (Principal)  
with Input from the Director of Special Education Services and Resources

**Requirements:**

High School Diploma or Equivalent or Higher, Meet Highly Qualified Status, 2 Years of Teacher Aiding Experience, Criminal Records Clearance

Mon. – Fri. 7:30A.M. – 3:30P.M.  
(Exception: Meetings and Special Events)

Supports Classroom Teacher

Assists with Student Achievement and Behavior Management Plans

Collaborate and Communicate with Parents

Assists with Student Documentation and Record Keeping

Lunch and Morning Duty

Participation in Professional Learning Workshops

Committee Participant

School Improvement Team Member

School Marketing

Familiar with the Emergency Response Team Protocol

**Director of Operations and Financial Management (12 Month Employee)(Full-Time)**

**Employed by:** The Charter Management Organization

**Reports to:** The Director of Leadership & Compliance (Principal) and The Charter Management Organization

**Directed by:** The Director of Leadership & Compliance (Principal)

**Evaluated by:** The Director of Leadership & Compliance (Principal)  
with Input from The Charter Management Organization

**Directs:** Custodial and Food Service Staff

**Requirements:**

High School Diploma or Equivalent, Bachelor's Preferred, Business Office Manager MSBO Certification or Meet Requirement within 1 Year, 2 Years or More Facilities Operations Experience, Criminal Records Clearance

Mon. – Fri. 9:00A.M. – 5:00P.M.

(Exception: Meetings and Special Events)

Supervises, Trains, Evaluates Non-Instructional Staff

Provides Support to the Principal

Financial Management

Budget Forecasting

Accounting Invoicing

Purchasing

Day-to-Day Business Functions

Vendor and Contractor Relations

Leased, Contracted, Vendor Operations and Payments

Utilities and Phone Services

Facilities Engineer Management

Technology Contracts

Lease Payments and Landlord Relations

Maintenance

Food Service Department

Building Operations

Business Cards

School-Wide Inventory

Building Safety and Security

Payroll, 401K, Benefits Enrollment

PTO Tracking

Check Requests

Reimbursements

Monetary Deposits

On-Site Safe Deposit Verification

HR File Management

**Director of Operations and Financial Management (12 Month Employee)(Full-Time)(cont.)**

Application Processing  
Criminal Record Checks  
Substitute Time Sheets and Orientation  
Business Office Communications  
School-Wide Inventory  
Business Office Audits  
Self-Evaluation/Review and Analyze Student, Staff, and Parent Survey Results  
District Office Manager Trainings and Meetings  
School Marketing  
Emergency Response Team Member

**Lead Custodian (12 Month Employee)(Full-Time)**

**Reports to:** The Director of Leadership & Compliance (Principal) and Director of Operations

**Supervised by:** Director of Operations

**Evaluated by:** Director of Operations with Input from Director of Leadership & Compliance (Principal) **Directs:** Custodial Staff and Contractual Staff

**Requirements:**

High School Diploma or Equivalent or Higher, 3 Years or More Custodial Experience, Criminal Records Clearance

Mon. – Fri. 6:00 A.M. – 2:30 P.M.

(Break 8:30A.M – 8:45A.M., Lunch 10:30A.M. – 11:00A.M., Break 1:00P.M. – 1:15P.M.)

(Exception: Meetings and Special Events)

Opens Building (6:00 A.M. M-F)

Daily Building, Classroom, Restroom, Playground, School Grounds Maintenance

Event Set-Up

Update Marquis

Security

On-Sight Vendor Facilitator

Key Master

Educational Excursion and Expedition Day Preparation (Bag Lunch Delivery, Buses, Parking Lot Safety)

School-Wide Hardware Inventory

Laboratory Maintenance Log Review

Self-Evaluation/Review and Analyze Student, Staff, and Parent Survey Results

School Marketing

Emergency Response Team Member

**Custodian (10 Month)(Part-Time)**

**Reports to:** The Director of Leadership & Compliance (Principal) and Director of Operations

**Supervised by:** Director of Operations

**Directed by:** The Lead Custodian

**Evaluated by:** Director of Operations with Lead Custodian Input

**Requirements:**

High School Diploma or Equivalent or Higher, 3 Years or More Custodial Experience, Criminal Records Clearance

Mon. – Fri. 1:00P.M. – 6:15P.M. (Break 3:30P.M. – 3:45P.M.)

(Exception: Meetings and Special Events)

Interior and Exterior Building Cleaning and Maintenance  
Painting  
Cleaning and Sanitizing  
Laboratory Maintenance Log  
Self-Evaluation/Review and Analyze Student, Staff, and Parent Survey Results  
School Marketing  
Emergency Response Team Member

**Custodian (10 Month Contractor)(Part-Time)**

**Contracted by:** The Charter Management Organization

**Reports to:** The Director of Leadership & Compliance (Principal) and Director of Operations

**Supervised by:** Director of Operations

**Directed by:** The Lead Custodian

**Evaluated by:** Director of Operations with Lead Custodian Input

**Requirements:**

High School Diploma or Equivalent or Higher, 3 Years or More Custodial Experience, Criminal Records Clearance

Mon. – Fri. 6:00P.M. – 10:00P.M.  
(Exception: Meetings and Special Events)

Directed by the Lead Custodian  
Interior and Exterior Building Cleaning  
Cleaning and Sanitizing  
Laboratory Maintenance Log  
Self-Evaluation/Review and Analyze Student, Staff, and Parent Survey Results  
School Marketing  
Emergency Response Team Member

**Director of Food Service and Nutrition (12 Month Employee)(Full-Time)**

**Reports to:** The Director of Leadership & Compliance (Principal) and Director of Operations

**Directed by:** Director of Operations

**Evaluated by:** Director of Operations with Input from Director of Leadership & Compliance (Principal) **Directs:** Food Service Assistant and Contractual Staff

**Requirements:**

High School Diploma or Equivalent or Higher, Food Service Management MSBO Certification or Meet Requirement within 1 Year, 2 Years or More Experience in Food Service Management, Criminal Records Clearance

Mon. – Fri. 7:30A.M. – 4:00P.M.  
(Exception: Meetings and Special Events)

Manages Lunchroom and Office Support  
Supervises Lunchroom Aids, ParaEducators, and Volunteers  
Review, Approve, Disapprove Free and Reduced Applications  
Prepare and Submit MEIS Monthly State Reports for Reimbursement  
Submit the LEARS Report  
CNAP Report  
End-of-the-Year Report  
Student Check-In  
Collect Lunch Fees  
Cash-Out Drawer and Deposit Funds  
Orders Lunches for Educational Excursions and other Special Events  
Orders Refreshments for School Events  
Arrange Bus Transportation for Educational Excursions  
Self-Evaluation/Review and Analyze Student, Staff, and Parent Survey Results  
School Marketing  
Emergency Response Team Member



**Food Service Assistant (10 Month Employee/12 Month Employee)(Part-Time)**

**Employed by:** Charter Management Organization

**Reports to:** The Director of Leadership & Compliance (Principal) and Director of Operations

**Supervised by:** Director of Operations

**Directed by:** The Food Service Coordinator

**Evaluated by:** Director of Operations with The Food Service Coordinator Input

**Requirements:**

High School Diploma or Equivalent or Higher, 2 Years or More in Food Service Experience,  
Criminal Records Clearance

Mon. – Fri. 10:00A.M. – 2:00P.M.

Prepares and Serves Food/Preparation Station and Kitchen Clean-Up

Assists with Reports and Audits

School Marketing

Familiar with the Emergency Response Team Protocol

**Kaleidoscope Coordinator (12 Month Employee)(Part-Time)**

**Employed by:** The Charter Management Organization

**Reports to:** The Director of Leadership & Compliance (Principal)

**Directed by:** The Director of Leadership & Compliance (Principal)

**Evaluated by:** The Director of Leadership & Compliance (Principal)

**Directs:** Program Faculty and Contracted Service Providers

**Requirements:**

Bachelor's Degree, Master's Degree or Higher Preferred, Teaching or After-School Programing Experience Preferred,  
Criminal Records Clearance

Mon. – Fri. 3:00P.M. – 5:00P.M.

Collaborates with Business Manager  
Billing Invoices  
Tuition Collection  
Manage Kaleidoscope Instructors  
Pupil Attendance Forms  
Parent Communication  
After-School P.B.I.S. Implementation  
Organizes Kaleidoscope Program and Schedule  
Self-Evaluation/Review and Analyze Student, Staff, and Parent Survey Results  
School Marketing  
Familiar with the Emergency Response Team Protocol



**JumpSTART Coordinator (12 Month Employee)(Part-Time)**

**Employed by:** The Charter Management Organization

**Reports to:** The Director of Leadership & Compliance (Principal)

**Directed by:** The Director of Leadership & Compliance (Principal)

**Evaluated by:** The Director of Leadership & Compliance (Principal)

**Directs:** JumpSTART Mentors

**Requirements:**

Bachelor’s Degree, Master’s Degree or Higher Preferred, Teaching or After-School Programming Preferred,  
Criminal Records Clearance

Mon. – Fri. 2:00P.M. – 6:00P.M.  
(Exception: Board Meetings)

Collaborates with Business Manager

Billing Invoices

Tuition Collection

Access Late Fees

Manage JumpStart Mentors

After-School P.B.I.S. Implementation

Distribute Breakfast, Snacks and Dinner

Self-Evaluation/Review and Analyze Student, Staff, and Parent Survey Results

School Marketing

Emergency Response Team Member

**JumpSTART Mentor (12 Month Employee)(Part-Time)**

**Employed by:** The Charter Management Organization

**Reports to:** The Director of Leadership & Compliance (Principal)

**Directed by:** JumpSTART Coordinator

**Evaluated by:** The Director of Leadership & Compliance (Principal) with Input from The JumpSTART Coordinator

**Requirements:**

High School Diploma or Equivalent or Higher, Professional Tutoring Experience Required  
Criminal Records Clearance

Mon. – Fri. 6:00A.M. – 8:30A.M. or 3:00P.M. – 6:30P.M.  
(Exception: Board Meetings)

Late-Fee Collection  
Pupil Attendance  
Distribute Breakfast, Snacks and/or Dinner  
Lesson/Activity Planning (Curriculum Development)  
Classroom Management  
Parent Communication  
Self-Evaluation/Review and Analyze Student, Staff, and Parent Survey Results  
School Marketing  
Emergency Response Team Member

**A.S.A.P. Coordinator (10 Month Employee)(Part-Time)**

**Employed by:** The Charter Management Organization

**Directed by:** The Director of Leadership & Compliance (Principal)

**Reports to:** The Director of Leadership & Compliance (Principal)

**Evaluated by:** The Director of Leadership & Compliance (Principal)

**Directs:** A.S.A.P. Tutors

**Requirements:**

Bachelor's Degree, Master's Degree or Higher Preferred, Teaching or After-School Programming Preferred, Criminal Records Clearance

Tues. and Thurs. 3:30P.M. – 4:30P.M.  
(Exception: Board Meetings)

Collaborates with Business Manager  
Access Late Fees  
Manage A.S.A.P. Instructors  
After-School P.B.I.S. Implementation  
Distribute Snacks  
Curriculum, Instruction and Assessment Development and Monitoring  
Self-Evaluation/Review and Analyze Student, Staff, and Parent Survey Results  
School Marketing  
Emergency Response Team Member

**A.S.A.P. Tutors (10 Month Employee)(Part-Time)**

**Employed by:** The Charter Management Organization

**Reports to:** The Director of Leadership & Compliance (Principal)

**Directed by:** A.S.A.P. Coordinator

**Evaluated by:** The Director of Leadership & Compliance (Principal) with Input from A.S.A.P. Coordinator

**Requirements:**

High School Diploma or Equivalent or Higher, Professional Tutoring Experience Required  
Criminal Records Clearance

Tues. and Thurs. 3:30P.M. – 4:30P.M.  
(Exception: Board Meetings)

Access Late Fees  
After-School P.B.I.S. Implementation  
Parent Communication  
Distribute Snacks  
Curriculum, Instruction and Assessment Development and Implementation  
Self-Evaluation/Review and Analyze Student, Staff, and Parent Survey Results  
School Marketing  
Emergency Response Team Member

**Summer University Coordinator (2 Month Employee)(Part-Time)**

**Employed by:** The Charter Management Organization

**Reports to:** The Director of Leadership & Compliance (Principal)

**Directed by:** The Director of Leadership & Compliance (Principal)

**Evaluated by:** The Director of Leadership & Compliance (Principal)

**Directs:** Summer University Instructors

**Requirements:**

Bachelor's Degree, Master's Degree or Higher Preferred, Teacher Certification, Teaching Experience Preferred, Criminal Records Clearance

Mon. – Fri. 8:00A.M. – 4:00P.M.  
(Exception: Board Meetings)

Collaborates with Business Manager  
Billing Invoices  
Tuition Collection  
Access Late Fees  
Manage Summer University Instructors  
P.B.I.S. Implementation  
Distribute Breakfast, Lunch and Snacks  
Curriculum, Instruction and Assessment Development and Monitoring  
Self-Evaluation/Review and Analyze Student, Staff, and Parent Survey Results  
School Marketing  
Emergency Response Team Member

**Summer University Instructor (2 Month Employee)(Part-Time)**

**Employed by:** The Charter Management Organization

**Reports to:** The Director of Leadership & Compliance (Principal)

**Directed by:** Summer University Coordinator

**Evaluated by:** The Director of Leadership & Compliance (Principal) with Input from Summer University Instructor

**Requirements:**

Bachelor's Degree, Master's Degree or Higher Preferred, Teacher Certification, Teaching Experience Preferred, Criminal Records Clearance

Mon. – Fri. 8:00A.M. – 2:00P.M.

(Exception: Board Meetings)

Access Late Fees

P.B.I.S. Implementation

Parent Communication

Distribute Lunch and Snacks

Curriculum, Instruction and Assessment Development and Implementation

Self-Evaluation/Review and Analyze Student, Staff, and Parent Survey Results

School Marketing

Emergency Response Team Member



**Board Liaison (12 Month Employee)(Part-Time)**

**Employed by:** The Charter Management Organization

**Reports to:** Board

**Directed by:** The Director of Leadership & Compliance (Principal)

**Evaluated by:** Board with Input from The Director of Leadership & Compliance (Principal)

**Requirements:**

High School Diploma or Equivalent or Higher, 3 Years or More Secretarial Experience, Criminal Records Clearance

Tues. and Thurs. 9:00P.M. – 5:00P.M.

(Exception: Board Meetings)

Board Meeting Agendas  
Board Meeting Minutes  
Grand Valley State University Compliance Cabinet (1<sup>st</sup> Line)  
Board Member Recruitment  
School Notary  
Direct Communications to the Board  
Establishes Community Partnerships  
Orders Refreshments for Board Meetings  
Self-Evaluation/Review and Analyze Student, Staff, and Parent Survey Results  
School Marketing  
Emergency Response Team Member

\*This document may be modified and redistributed at any point during the year, as necessary

**SCHEDULE 7-4**

**METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT**

#### SCHEDULE 7-4

Grand Valley State University shall evaluate the success of the Academy by considering multiple areas of performance. A Comprehensive Performance Review (CPR) system will be established by Grand Valley State University Charter Schools Office and 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 the Comprehensive Performance Review shall be the requirements of Article VI Section 6.5 of the authorizing agreement, which states:

Section 6.5. Methods of Accountability. 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. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. 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.

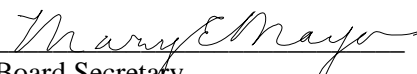
The University Board may use such reports, assessments and test results in making its decision to revoke, terminate, or not issue a new contract at the end of the Contract.

Date: 9-26-13

  
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Pathways Global Leadership Academy Board of Directors at a properly noticed open meeting held on the 26 day of September, 2012, at which a quorum was present.

  
Board Secretary

**SCHEDULE 7-5**

**ACADEMY'S ADMISSION POLICIES AND CRITERIA**



## **Admissions Criteria Policy and Procedures**

Section 504 of the Revised School Code states that public school academies shall neither charge tuition nor discriminate in pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a handicapped person, or any other basis that would be illegal if used by a Michigan public school district.

### **General Admissions Policy**

- PGLA's enrollment shall be open to all individuals who reside in Michigan. Foreign exchange students without United States citizenship will not be accepted. PGLA shall not enroll a pupil who is not a Michigan resident.
- PGLA's admissions may be limited to pupils within a particular age range/grade level, or on any other basis that would be legal if used by a Michigan public school district.
- PGLA shall allow any pupil who was enrolled in the immediately preceding academic year to re-enroll in the appropriate age range/grade level unless that grade is not offered.
- No student may be denied participation in the application process due to lack of student records.
- The application period shall be a minimum of two weeks in duration, with evening and/or weekend times available.
- PGLA shall accept applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the next application period.
- If PGLA receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.
- In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting list shall be determined by the random selection drawing. If there is no waiting list, students shall be admitted on a first-come, first-served basis.



### **Priority #1: Board of Director's Policy**

Current PGLA BOD members, in good standing as determined by the PGLA BOD, who have served at least one full year of Board service by the designated deadline for admission forms will receive enrollment priority. The total number of students enrolled under the Board Policy will not exceed 10% of the school's population.

### **Priority #2: Faculty and Staff Policy**

Children of current PGLA employees will receive priority for admission if their application forms are received by the designated deadline or with residency or guardianship changes. These children will be allowed to remain in PGLA regardless of whether or not the parent/guardian remains employed by the school. The total number of students enrolled under the Staff Policy will not exceed 10% of the school's population.

### **Priority #3: Sibling Policy**

It is the intent of the PGLA to support whole families and create school community. Siblings of enrolled students will receive priority for admission if their admission forms are received by the designated deadline.

### **Grounds for Denial of Admission**

Subject to applicable federal, state and local laws, the following will constitute ground for denial of admission to the school:

- Failure to meet age requirement.
- Having been expelled from any school district the preceding twelve months.
- Having engaged in behavior in another school during the preceding twelve months that is detrimental to the welfare or safety of other students or of school personnel.
- An applicant who is not a Michigan resident, unless otherwise entitled to attend, is not eligible for the initial lottery.
- Failure to comply with the immunization provisions. (Families who choose not to immunize their children must sign an immunization waiver.)
- Falsification of application or enrollment documents.
- Applicant submits an incomplete application.



PGLA, being an equal opportunity educational institution, shall be committed to good-faith affirmative action efforts to seek out, create and serve a diverse student body.

PGLA will not discriminate on the basis of race, color, sex, religion, national or ethnic origin, or disability in the admission of students.

PGLA will be nonsectarian in its programs, admission policies, employment practices, and operations. No fees or tuition will be charged, except those normally charged by other public schools.

### **Re-Enrolling Students**

- PGLA shall notify parents or guardians of all enrolled students of the deadline for notifying the Academy that they wish to re-enroll their child.
- The re-enrollment notice must also request that the parent or guardian indicate whether a sibling(s) seeks to enroll for the upcoming academic year.
- An enrolled student who does not re-enroll by the specified date can only apply to the Academy during the application period for new students.
- An applicant on the waiting list at the time a new application period begins must reapply as a new student.
- After collecting the parent or guardian responses, PGLA will determine the following:
  - The number of students who have re-enrolled per grade or grouping level.
  - The number of siblings seeking admission for the upcoming academic year per grade.
  - If space is unavailable, the Academy must develop a waiting list for siblings of re-enrolled students.
  - The number of spaces remaining, per grade, after enrollment of current students and siblings.



### **Lottery Process: When Demand Exceeds Capacity**

A Lottery, a random selection drawing, will be held for any grade in which the number of applications exceeds the number of available spaces. The Lottery will be open to the public and parents are encouraged to attend. The date, time and place of the lottery will be communicated in writing to all applicants. Names are randomly drawn and applicants are admitted based on the order they are selected. The lottery continues until all names are drawn. Applicants not accepted will be placed on a waiting list in the order their names were drawn.

PGLA shall notify applicants not chosen in the random selection drawing that they were not selected and that their name has been placed on the Academy's official waiting list for openings that may occur during the academic year. Students shall appear on the official waiting list in the order they were selected in the random selection drawing.



**SCHEDULE 7-6**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**

# PATHWAYS GLOBAL LEADERSHIP ACADEMY

## 2014-2015 SCHOOL-WIDE CALENDAR

“Nurturing and Inspiring Future Global Leaders”



*Pathways Global Leadership Academy*  
566 Custer  
Detroit, MI 48202

SCHOOL HOURS 8:00A.M.-3:30P.M

- Dir. of Leadership and Compliance (Principal).....Ext. 000
- Dir. Behavioral Inter. & Student Discipline.....Ext. 111
- Administrative Assistant.....Ext. 222
- Dir. Curriculum, Instruction, and Assessment.....Ext. 333
- Dir. Family & Student Support.....Ext. 444
- Dir. of Operations & Financial Management.....Ext. 555
- Office Assistant.....Ext. 666
- Dir. of Food Services and Nutrition.....Ext. 777
- JumpSTART Coordinator.....Ext. 888
- Board Liaison.....Ext. 999

**176 Instructional Days (K=169; 5th=173)**  
**1,232 Instructional Hours (K=1,183; 5th=1,211)**

**AUGUST**

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

**SEPTEMBER**

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

**OCTOBER**

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

**NOVEMBER**

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

**August 2014**

- August 16: Back-to-School Carnival (11A.M.-3P.M.)
- August 19: K-5th Parent Institute (9A.M.-11A.M.)(1P.M.-3P.M)**
- August 20: K-5th Parent Institute (3P.M.-5P.M.)(6P.M.-8P.M)**
- August 21: *Board Meeting at 6:00 P.M.*
- August 25-28: K - 5th Grade Summer Institute (8A.M.-3P.M.)**

**September 2014 (22 Days)**

- September 2: First Day of School (K-5th)**
- September 15: NWEA Testing Begins (K-5th)
- September 17: *Parent Task Force Meeting (PTF) at 6:00PM*
- September 18: *Board Meeting at 6:00P.M.*

**October 2014 (23 Days)**

- October 1: Count Day**  
Progress Reports Issued
- October 3: NWEA Testing Ends (K-5th)
- October 8: Fireplace Chat/Parent Café at 6:00P.M.
- October 11: Saturday Academy Begins (Session I.)**
- October 15: *Parent Task Force Meeting (PTF) at 6:00P.M.*
- October 16: *Board Meeting at 6:00P.M.*

**November 2014 (15 Days)**

- November 3: NO SCHOOL PTS\* Conferences**  
**8:00A.M.-7:00P.M.**  
**Report Cards Issued**
- November 4: NO SCHOOL - PLW**
- November 12: Principal's Coffee at 7:30A.M.
- November 19: *Parent Task Force Meeting (PTF) at 6:00P.M.*
- November 20: *Board Meeting at 6:00P.M.*
- November 26-28: NO SCHOOL - Fall Intermission**

# PATHWAYS GLOBAL LEADERSHIP ACADEMY

## 2014-2015 SCHOOL-WIDE CALENDAR

“Nurturing and Inspiring Future Global Leaders”

### DECEMBER

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

### December 2014 (17 Days)

**December 1: Students, Faculty and Staff Return**  
 December 3: Fireplace Chat/Parent Café at 6:00P.M.  
 December 17: Progress Reports Issued  
*Parent Task Force Meeting (PTF) at 6:00P.M.*  
 December 18: *Board Meeting at 6:00P.M.*  
**December 20: Saturday Academy Ends (Last Day-Session I.)**  
**December 24 - January 2: NO SCHOOL - Winter Intermission**

### APRIL

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

### April 2015 (14 Days)

**SMARTER BALANCED or/MEAP and KINDERGARTEN ENTRY ASSESSMENT (Testing Dates TBD/TBA)**  
**April 1 - 10: NO SCHOOL - Spring Intermission**  
**April 13: Students, Faculty and Staff Return**  
 April 15: Fireplace Chat/Parent Café at 6:00P.M.  
 April 22: *Parent Task Force Meeting (PTF) at 6:00P.M.*  
 April 23: *Board Meeting at 6:00P.M.*  
**April 25: Saturday Academy Ends (Last Day-Session II.)**  
 April 27: NWEA Testing Begins

### JANUARY

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

### January 2015 (18 Days)

**January 5: Students, Faculty and Staff Return**  
 January 7: Principal's Coffee at 7:30A.M.  
 January 12: NWEA Testing Begins  
 January 14: *Parent Task Force Meeting (PTF) at 6:00P.M.*  
 January 15: *Board Meeting at 6:00P.M.*  
**January 16: NO SCHOOL -PTS\* Conferences 8A.M.-7P.M. Report Cards Issued**  
**January 19: NO SCHOOL - MLK Day**  
 January 30: NWEA Ends

### MAY

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

### May 2015 (19 Days)

May 6: Progress Reports Issued  
 Principal's Coffee at 7:30A.M.  
 May 15: NWEA Testing Ends  
 May 20: *Parent Task Force Meeting (PTF) at 6:00P.M.*  
 May 21: *Board Meeting at 6:00P.M.*  
**May 22: NO SCHOOL - PLW Day**  
**May 25: NO SCHOOL - Memorial Day**

### FEBRUARY

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

### February 2015 (19 Days)

**February 7: Saturday Academy Begins (Session II.)**  
**February 11: Count Day**  
 Fireplace Chat/Parent Café at 6:00P.M.  
**February 16: NO SCHOOL - President's Day**  
 February 18: *Parent Task Force Meeting (PTF) at 6:00PM*  
 Progress Reports  
 February 19: *Board Meeting at 6:00P.M.*

### JUNE

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

### June 2015 (10 Days)

**June 3: Last Day for Kindergarten Students**  
 June 5: Kindergarten Promotion Ceremony at 10:00A.M.  
**June 9: Last Day for 5th Grade Students**  
 June 10: 5th Grade Bridging Ceremony at 6:00P.M.  
 June 11: End-of-the-Year Awards Ceremony for 1st-4th  
 at 1:30P.M. (Final Report Cards Issued)  
**June 12: Annual Field Day (2:00P.M. Dismissal)**  
**Last Day for Grades (1st - 4th)**  
 June 18: *Board Meeting at 6:00P.M.*

### MARCH

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

### March 2015 (19 Days)

March 4: Principal's Coffee at 7:30A.M.  
 March 18: *Parent Task Force Meeting (PTF) at 6:00P.M.*  
 March 19: *Board Meeting at 6:00P.M.*  
**March 27: NO SCHOOL -PTS\* Conferences 8A.M.- 7P.M. Report Cards Issued**  
**March 30-April 10: NO SCHOOL - Spring Intermission Begins**

**2015 Summer University: July 7th - July 31st**

### Main Office Hours:

7:30A.M. - 4:00P.M. Monday through Friday

*\*Parent-Teacher-Student Conferences (PTS)*

# 2014 – 2015 PGLA School-Wide Schedule

8:00 A.M. – 3:40 P.M. (Standard Hours of Instruction)

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
6:30 A.M. – 7:25 A.M. (55 Mins.)	<i>Morning JumpSTART</i>				
7:25 A.M. – 7:30 A.M. (5 Mins.)	<i>Morning JumpSTART Transition to Universal Breakfast</i>				
7:30 A.M. – 7:55 A.M. (25 Mins.)	<i>Arrival and Universal Breakfast (Meal Dissemination Ends at 7:45 A.M.)</i>				
7:55 A.M. – 8:00 A.M. (5 Mins.)	<i>Arrival and Transition</i>				
8:00 A.M.	<b>SCHOOL BEGINS (Promptly)</b>				
8:00 A.M. – 8:40 A.M. (40 Mins.)	<b>Morning Opening Routine: Announcements and Morning Meeting</b>				
8:40 A.M. – 8:45 A.M. (5 Mins.)	<i>Transition</i>				
8:45 A.M. – 9:45 A.M. (60 Mins.)	ELA/Math/Science/Social Studies (Core Content Courses)				
9:45 A.M. – 9:50 A.M. (5 Mins.)	<i>Transition</i>				
9:50 A.M. – 10:50 A.M. (60 Mins.)	ELA/Math/Science/Social Studies (Core Content Courses)				
10:50 A.M. – 11:00 A.M. (10 Mins.)	<i>Transition</i>				
11:00 A.M. – 12:00 P.M. (60 Mins.)	<ul style="list-style-type: none"> <li>➤ Primary Institute – LUNCH (11:00 A.M. – 11:35 A.M.)/RECESS (11:35 A.M. – 12:00 P.M.)</li> <li>➤ Junior Institute – RECESS (11:00 A.M. – 11:25 A.M.)/LUNCH (11:25 A.M. – 12:00 P.M.)</li> <li>➤ Upper Institute – Exploratory Laboratory</li> </ul>				
12:00 P.M. – 12:05 P.M. (5 Mins.)	<i>Transition</i>				
12:05 P.M. – 1:05 P.M. (60 Mins.)	<ul style="list-style-type: none"> <li>➤ Primary Institute – ELA/Math/Science/Social Studies (Core Content Courses)</li> <li>➤ Junior Institute – Exploratory Laboratory</li> <li>➤ Upper Institute – LUNCH (12:05 P.M. – 12:40 P.M.)/RECESS (12:40 P.M. – 1:05 P.M.)</li> </ul>				
1:05 P.M. – 1:10 P.M. (5 Mins.)	<i>Transition</i>				
1:10 P.M. – 2:10 P.M. (60 Mins.)	<ul style="list-style-type: none"> <li>➤ Primary Institute – Exploratory Laboratory</li> <li>➤ Junior Institute – ELA/Math/Science/Social Studies (Core Content Courses)</li> <li>➤ Upper Institute – ELA/Math/Science/Social Studies (Core Content Courses)</li> </ul>				
2:10 P.M. – 2:15 P.M. (5 Mins.)	<i>Transition</i>				
2:15 P.M. – 3:15 P.M. (60 Mins.)	ELA/Math/Science/Social Studies (Core Content Courses)(Snack)				
3:15 P.M. – 3:30 P.M. (15 Mins.)	Sustained Reading				
3:30 P.M. – 3:40 P.M. (10 Mins.)	<b>Afternoon Routine: Announcements and Dismissal Preparation</b>				
3:40 P.M. – 3:50 P.M. (10 Mins.)	<b>DISMISSAL (Promptly)</b>				
3:50 P.M. – 4:00 P.M. (10 Mins.)	<i>Transition</i>				
4:00 P.M. – 5:00 P.M. (60 Mins.)	<i>Late Pick-Up/Afternoon JumpStart/Kaleidoscope/A.S.A.P. (Snack)</i>				
5:00 P.M. – 6:00 P.M. (60 Mins.)	<i>Evening JumpSTART (Dinner)</i>				

**SCHEDULE 7-7**

**AGE/GRADE RANGE OF PUPILS ENROLLED**



**Brief Description of the Student Body**

PGLA plans to target both male and female students ages 5-11 in grades Kindergarten through 5th grade in the opening year and increase grades by one level in subsequent years.

**Opening Year (2014 – 2015)**

TABLE 1

<b>Student Count per Grade Level (Opening Year 2014 – 2015)</b>		
<b>Primary Institute</b> K – 1 <sup>st</sup> *Ages 5 – 7 20 Students per Classroom 3 Classes per Grade Level	<b>Junior Institute</b> 2 <sup>nd</sup> – 3 <sup>rd</sup> *Ages 7 – 9 20 Students per Classroom 3 Classes per Grade Level	<b>Upper Institute</b> 4 <sup>th</sup> – 5 <sup>th</sup> *Ages 9 - 11 20 Students per Classroom 3 Classes per Grade Level

**Plans for Future Growth (2015 – 2023)**

TABLE 2

<b>Anticipated Growth Plan for 2015 – 2013</b>	
<b>2015 – 2016</b> <b>High School Preparatory Institute</b> 6 <sup>th</sup> Grade *Ages 11-12	<b>2018 – 2019</b> <b>College Preparatory Institute</b> 9 <sup>th</sup> Grade *Ages 14 -15
<b>2016 – 2017</b> <b>High School Preparatory Institute</b> 7 <sup>th</sup> Grade *Ages 12-13	<b>2019 – 2020</b> <b>College Preparatory Institute</b> 10 <sup>th</sup> Grade *Ages 15-16
<b>2017 – 2018</b> <b>High School Preparatory Institute</b> 8 <sup>th</sup> Grade *Ages 13-14	<b>2020 – 2021</b> College Preparatory Institute 11 <sup>th</sup> Grade *Ages 16-17
	<b>2022 – 2023</b> College Preparatory Institute 12 <sup>th</sup> Grade *Ages 17-18

\*Specific ages listed per grade level may vary depending upon the student’s birth date and academic progress

**SCHEDULE 7-8**

**ADDRESS AND DESCRIPTION OF PROPOSED PHYSICAL PLANT; LEASE  
OR DEED FOR PROPOSED SITE; OCCUPANCY CERTIFICATE**



## Pathways Global Institutes

Inspiring. Transforming. Sustaining.

March 21, 2014

Timothy H. Wood, Ph.D.  
Special Assistant to the President for Charter Schools  
Grand Valley State University  
Charter School Office  
Bicycle Factory  
201 Front Avenue, SW, Suite 310  
Grand Rapids, MI 49504-6482

Ref: Pathways Global Leadership Academy - Address Change Request

Dear Dr. Wood:

On behalf of Pathways Global Leadership Academy (PGLA) Pathways Global Institutes (PGI), the representing Charter Management Organization (CMO), would like to submit a change of address request for the proposed physical PGLA property.

**Former Address (Cody Rouge Community):** 16400 Tireman Street  
Detroit, MI 48228

**New Address (Northend Central Community):** 566 Custer  
Detroit, MI 48204

Please feel free to contact us to obtain additional information. We look forward to receiving your response.

Sincerely,

Zakia Gibson, M.Ed.  
CEO and Founder

Pathways Global Institutes, LLC. (PGI)(CMO) - CEO  
Pathways Global Leadership Academy (PGLA)(PSA) - Founder  
Global Learning Foundation 501(c)(3) – Founder

19785 West 12 Mile Road #220  
Southfield, MI 48076-2584

Business Mobile: 404-218-4206  
Facsimile: 313-731-0177  
Email: ZGibson@PathwaysInstitutes.org







March 21, 2014

Zakia Gibson, M.Ed.  
19785 West 12 Mile Road, #220  
Southfield, MI 48076

Dear Ms. Gibson:

Thank you for your letter requesting an address change for Pathways Global Leadership Academy. We support this change and will update our records to reflect the following:

Pathways Global Leadership Academy  
556 Custer  
Detroit, MI 48204

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Timothy H. Wood'.

Timothy H. Wood, Ph.D.  
Special Assistant to the President for Charter Schools  
Grand Valley State University

cc: Stephanie Nimene, Board President



## Pathways Global Leadership Academy

### Schedule 7 – 8 Facility Address and Description

#### Facility Summary

The recognized site location for Pathways Global Leadership Academy North End Central (PGLA-NEC) is located at 556 Custer Avenue, Detroit, MI 48204. This facility is located in the historic, New Center Area of Detroit. The building was originally built to house an electrical supply company; it has since been converted into a warehouse for general storage by the current owner. Pathways Global Institutes has the structure under contract to purchase with intentions of renovating the 45,000 square foot building for the purpose of housing PGLA-NEC.

566 Custer Avenue is a gray brick, two-story building with 22,500 square feet per floor. The purchased property also includes a, 320 foot by 125 foot or 40,000 square foot, adjacent lot which will be converted into a parking lot, playground, and a future gymnasium expansion.

The structure is in close proximity to all major freeways, The Detroit Medical Center, Wayne State University, Henry Ford Hospital, Tech Town, The State of Michigan Cadillac Place and Yountville; with so many major businesses located in such close proximity to the site, the potential for parents looking for quality educational institutions near their work place, to send their children to, increases exponentially.

#### School Building Description

##### Phase One Construction- March – July 2014

##### Physical Structure

- **Heating and Cooling System-** All new high efficiency furnace and cooling units will be installed. Air ducts will be tested and repaired as needed.
- **Plumbing-** All new pipes and drains will be installed for the construction of restrooms, water fountains, kitchen appliances, and sprinkler systems.
- **Electrical System-** New circuit breakers will be installed to section off certain school appliances and reduce the possibility of overloading. All classrooms will be wired to support technology such as Promethean Boards.



### **General Education Classroom**

The general classrooms will each consist of 1,000 square feet of functional space. The students' lockers will be housed in the classroom space as well. There will be a total of 13 K-5 classrooms constructed, totaling 13,000 square feet, in phase one of the building plan.

### **Specialized Classrooms**

The four specialized classrooms will house the world music, world art, world language, and technology center. They will measure 1,000 square feet each with the exception of the 1,700 square foot technology center for a collective total of 4,700 square feet.

### **Resource Classrooms**

There will be one 650 square foot resource classroom for our special needs population. There will not be multiple resource rooms because we believe in full inclusion.

### **Multipurpose Room**

The multipurpose room will serve as the cafeteria, auditorium, and recreational space during phase one of construction. This space will be approximately 6,500 square feet.

### **Main Office Suite**

The main office suite will be 2,500 square foot space made up of the business office, principal and assistant principal's offices, counseling office, and the curriculum office.

### **Restrooms**

There will be four 350 square foot restroom facilities constructed. There will be a ladies and a gentlemen's room on both floors.

### **Playground**

There will be two playgrounds constructed for our K-2 student population and our 3-5 student population on a portion of the adjacent lot.

### **Parking Lot**

A portion of the adjacent lot will be paved to accommodate 250 parking spaces.

### **Handicap Access**

One of the unique features of this building is the winding ramp that connects the first and second floor and provides handicap access to each level.



## Phase Two Construction- June - August 2015

### Classroom

Six additional classrooms will be constructed in phase two of the construction process to accommodate the 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> grade expansion.

### Gymnasium

A 10,000 square foot gymnasium will be part of the phase two construction plans.

### Rooftop Greenhouse

There will be a 400-800 square foot rooftop greenhouse constructed.

### Windows

Exterior windows will be added for astatic purposes.

## Facility Location and Aerial View



566 Custer Avenue and the adjacent lot- Aerial view



The red star indicates the property location.



## LEASE AGREEMENT

This Lease Agreement (hereinafter called this “Agreement”), entered into as of the 20<sup>th</sup> day of March, 2014, by and between **PATHWAYS GLOBAL INSTITUTES, LLC.**, whose address is 19785 W. 12 Mile Rd. #220, Southfield, MI 48076-2584 (herein called “Lessor”), and **PATHWAYS GLOBAL LEADERSHIP ACADEMY**, whose address is 19785 W. 12 Mile Rd. #220, Southfield, MI 48076-2584 (herein called “Lessee”).

### WITNESSETH:

#### THE LEASED PREMISES

The Lessor hereby does let and lease to Lessee the property located at **566 Custer, Detroit, MI 48202**, described as follows:

- Exclusive Use of:
  - Building (“Building”);
  - the South parking lot, located between the Building and residential homes South of the parking lot.

as shown on the attached Exhibit A – Site Plan; dated **2-17-2014** – prepared by Lessor (project #001) (herein collectively called the “Leased Premises.”).

#### OCCUPANCY

- Lessee is to have full and exclusive occupancy of the Building.

#### UTILITIES / MAINTENANCE

The Lessee shall be responsible for 100% of all utility costs for the Leased Premises during the Lease Term.

- Lessee shall pay for utility costs as follows\*:
  - DTE Energy (current supplier)
    - 100% Meter #1
  - Water and Sewer
    - 100%



Lessee shall be responsible for maintenance of the Leased Premises, including custodial services, supplies, trash removal, and 100% of dumpster and dumpster disposal costs.

- Lessee shall arrange for custodial services by a service provider as approved by **PATHWAYS GLOBAL INSTITUTES, LLC.**

Lessor shall be responsible for contracting for maintenance of the lawn and landscaping of the Leased Premises and be responsible for 100% of the cost.

Lessor shall be responsible for snow and ice removal from the pavement, driveways, walkways and parking lots of the Leased Premises & be responsible for 100% of the cost.

- snow and ice removal.

### **TERM**

The term of the Agreement begins **March 1, 2014**, and ends **June 30, 2021**, (the “Lease Term”), unless terminated earlier in accordance with the provisions of this agreement.

### **USE**

The Leased Premises are to be used and occupied as a public school academy **for grades kindergarten through twelfth** (12<sup>th</sup>) as defined in Act 362 of the Public Acts of 1993 of the State of Michigan (as amended), and related office use, and for no other purpose without the prior written consent of Lessor.

### **Lessee’s Obligations**

The Lessee hereby hires the Leased Premises for the Lease term, and agrees as follows:

a. Rent

(1) To pay the Lessor, as follows:

(a) A fixed **\$16,000.00** per month for the duration of the Lease Term beginning 3/1/2014.

(2) Rent payments are due on the first day (1<sup>st</sup>) of each and every month, in advance

(3) In the event the monthly payment is not received by the fifth (5<sup>th</sup>) day of the month, the Lessee shall pay the Lessor a late fee of Two-Hundred Fifty Dollars (\$250.00).

(4.) All checks shall be payable to:



“PATHWAYS GLOBAL INSTITUTES, LLC.” and shall be mailed to:

PATHWAYS GLOBAL INSTITUTES, LLC.  
19785 W. Mile Rd. #220  
Southfield, MI 48076-2584

- b** To use and occupy the Leased Premises only for the purposes for which they are let to it.
- c** To comply promptly with all applicable laws, orders, regulations, and ordinances of all municipal, county, state and federal authorities affecting the Leased Premises and the cleanliness, safety, occupation, and use of same, including without limitation the Americans with Disabilities Act of 1990 42U.S.C. 12101-12213 (1991) , as amended.
- d** To observe all reasonable regulations and requirements of underwriters concerning the use and condition of the Leased Premises tending to reduce fire hazards and insurance rates, and not permit nor allow any rubbish, waste material or products to accumulate on the premises. In addition, Lessee shall not do or permit anything to be done in or about the Leased Premises that will in any way obstruct or interfere with the rights of other tenants, if any, or use or allow the Leased Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Lessee cause, maintain or permit any nuisance in, on or about the leased Premises.

2. **Lessor’s Obligations**

The Lessor agrees that:

- a.** The Lessee, on payment of the rent at the time and in the manner aforesaid and performing all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the Leased Premises for the Lease Term.
- b.** During the entire term of the Agreement, including any extension period, Lessor agrees, at its sole cost and expense, to maintain the entire Leased Premises and fixtures in good order, condition and repair (including any replacements thereof if necessary in the event such item or component of the Leased Premises or fixture cannot be repaired) at all times, including, but not limited to, the interior and exterior, structural and nonstructural components (including by way of example only and not as a limitation, doors, door frames, window glass, casings, and frames, or any appliances, equipment, hardware and furnishings of the Leased Premises), and boiler.





Lessee shall keep the Leased Premises in a clean, sanitary and safe condition at all times. Lessor hereby acknowledges and agrees that, except for Lessee's Obligations, it is the intent of the parties that Lessee shall have no obligation whatsoever to repair, maintain or replace any portion of the Leased Premises. Where required by city regulation, certificates of operation on all boilers will be obtained.

- c. The Lessor agrees to complete all Leasehold Improvements prior to occupancy. The Lessor will make improvements to the Leased Premises by improving the existing building to accommodate the Lessee's intended use of the Leased Premises prior to occupancy.
- d. The Lessor, after receiving notice from the Lessee, agrees to keep in good order and repair the roof and four outer walls of the Building only, except the repair of outer walls which have been defaced or damaged by Lessee or anyone Lessee permits to use the Leased Premises, which shall be the obligation of the Lessee.

### 3. **Insurance**

#### a. **Indemnification/Liability:**

- (i) To the extent permitted by law, Lessee shall indemnify, defend (using counsel satisfactory to Lessor in its sole discretion) and hold harmless Lessor, and its employees, managers, officers, directors, contractors and agents ("Indemnified Parties") from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses (including attorneys' fees) which may be imposed upon, incurred by or asserted against the Indemnified Parties, arising from or related to (i) the occupancy, condition, operation or use of the Leased Premises, (ii) any accident, occurrence, injury to or death of persons, or loss of or damage to property occurring on or about the Leased Premises during the Lease Term, (iii) use or misuse of any portions of the Leased Premises by a Lessee or any of Lessee's respective agents, contractors, employees, visitors, and invitees, or (iv) Lessee's failure to perform its obligations under this Agreement, except for liability resulting from acts or negligence of Indemnified Parties. The obligations of Lessee under this paragraph arising by reason of any occurrence taking place during the term of this Agreement shall survive any termination of this Agreement.



- (ii) To the extent permitted by law, Lessor agreed to indemnify and defund Lessee and hold Lessee harmless from any claims, demands, form any cause with respect to Lessor's use of the building except for liability resulting from acts or negligence of Lessee.
- (iii) The Lessee will procure and keep in effect during the term hereof commercial, general liability insurance on an occurrence basis with limits of at least One Million Dollars (\$1,000,000.00) per occurrence, with a Two Million Dollar (\$2,000,000.00) annual general aggregate. Such policy shall include coverage for bodily injury, property damage, premises and operations, personal and advertising injury and contractual liability insurance that covers the indemnification obligations of this Agreement. Not more frequently than every three (3) years, if, in the reasonable opinion of Lessor, the amount of liability insurance required hereunder is not adequate, Lessee shall promptly increase said insurance coverage as reasonably required by Lessor.

In addition, such policy shall name the Lessor, **PATHWAYS GLOBAL INSTITUTES, LLC**, as additional named insured on a primary and noncontributory basis and shall contain a provision that it may not be canceled without at least thirty (30) days prior written notice being given by the insurer to Lessor. Lessee agrees to deliver certificates of all insurance required under this paragraph to Lessor prior to any entry upon the Leased Premises, and not less than thirty (30) days before the expiration of any such policy. Further, Lessee agrees to provide complete copies of all policies to the Lessor upon receipt of the same; provided, however, the receipt by Lessor of such policies shall not be deemed by Lessor to be an acceptance of such coverage to the extent it conflicts with the requirements of this Agreement.

Upon Lessee's failure to deliver a Certificate of Insurance, the Lessor may, at its option, immediately cancel this Agreement upon written notice to Lessee.

b. **Fire:**

Lessor shall provide for such standard form fire insurance on the Building only as Lessor shall deem advisable, which insurance is solely for the benefit of the Lessor and is not available for the benefit of the Lessee. If the Leased Premises is damaged by fire or other casualty, Lessor must notify Lessee within thirty (30) days after the date of the damage whether Lessor will restore the Leased Premises.

c. **Contents/Lessee Improvements:**

Lessee shall be responsible for securing any insurance it deems advisable on the Building, the contents and Lessee improvements or for business interruption and Lessor shall have no liability with respect to any loss which might have been covered by such insurance.

4. **Alterations**

Lessee may make no alterations, additions, or improvements to the Leased Premises without the Lessor's prior written consent. All such alterations, additions and improvements shall be at the expense of the Lessee and Lessee hereby indemnifies and holds Lessor harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of any such alterations, additions or improvements. Upon vacation of the Leased Premises, said improvements, additions and alterations shall, at Lessor's option, become the property of the Lessor. Lessee shall promptly remove all such alterations, additions and improvements required by Lessor to be removed and Lessee shall restore the premises after such removal to substantially their condition prior to the time such alteration, addition or improvement was made. All furnishings and equipment which are not attached or affixed to the Leased Premises made, paid for, or placed by Lessee upon the Leased Premises shall be the property of the Lessee, and the Lessee shall be permitted to remove the same at the end of the term of this Agreement, but only if such removal causes no molestation or injury to the Leased Premises or the building.

If Lessor consents to Lessee's performance of any alteration or addition to the Leased Premises ("Work"), Lessee shall ensure that the Work shall be made in accordance with the Plans and Drawings (as defined below) and all applicable laws, regulations and building codes, in a good and workmanlike manner and in quality satisfactory to Lessor. In addition, prior to commencement of any Work, Lessee must submit to Lessor for approval, which approval Lessor may withhold in its sole and absolute discretion:

- (i) a complete set of plans and specifications ("Plans") prepared and sealed by a registered architect or engineer,
- (ii) a complete set of drawings and specifications for mechanical, electrical and plumbing systems ("Drawings"); and
- (iii) a list of the contractors and subcontractors ("Contractors") who will perform the Work, together with proof of insurance and performance and labor bonds, in such amounts and with such carriers or sureties as Lessor may require in its sole and absolute discretion.

Lessor's approval of the Plans and Drawings for Lessee's alterations shall create no responsibility or liability on the part of Lessor for their completeness, design sufficiency or



compliance with all laws, rules and regulations of governmental agencies or authorities. No person shall be entitled to any lien on the Leased Premises because of any labor or material furnished to Lessee in connection with any alterations or improvements by Lessee, and nothing in this Agreement shall be construed to constitute a consent by Lessor to the creation of any lien. If any lien is filed against the Leased Premises as a result of a claim against Lessee for labor or material furnished to Lessee, Lessee shall cause the lien to be discharged of record within fifteen (15) days after filing. If Lessee fails to cause the lien to be discharged within such time, Lessor may, without the obligation to do so, payoff the lien and Lessee shall reimburse Lessor for all costs and expenses incurred by Lessor to pay and discharge such lien, including, but not limited to, reasonable attorney fees ("Lien Expense"). Lessee shall indemnify Lessor from any costs, including, but not limited to, reasonable attorney fees, in connection with any such lien.

In the event Lessee fails to reimburse Lessor within thirty (30) days after receipt of Lessor's demand for reimbursement for any Lien Expense incurred by Lessor with respect to any lien ("Delinquency Date"), Lessee shall be required to pay to Lessor, on the Delinquency Date and every thirty (30) days thereafter until Lessor receives such reimbursement, in addition to the amount of such Lien Expense, a late fee in the amount of ten percent (10%) of the outstanding amount of the Lien Expense. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of his rights and remedies.

5. **Eminent Domain**

In the event of a taking of the Leased Premises during the term of this Agreement by a proceeding in eminent domain which results in the eviction of the Lessee, this Agreement shall terminate upon the date of such eviction. All awards shall be the sole property of Lessor, except for Lessee's award for relocation expense or loss of business, if any.

6. **Taxes**

Any real property taxes assessed against the Leased Premises or any property of which they are a part, at any time, shall be paid by the Lessor where such taxes have resulted because of rental of the Leased Premises by Lessee.

Lessor agrees to exhibit to Lessee on demand any time following such date for payment of taxes, assessments or charges, receipts evidencing payments of all such taxes, assessments or charges so payable.



7. **Assignment and Subletting**

Lessee covenants that it will not assign, sell, mortgage or in any manner transfer or encumber this Agreement or any interest herein, or sublet the Leased Premises or any part or parts

thereof or grant any concession or license or otherwise permit occupancy of all or any part thereof by others without in each case first obtaining the prior written consent of Lessor. The consent by Lessor to an assignment or subletting shall not in any way be construed to release Lessee from obtaining the express consent of the Lessor to any further assignment or subletting of any part of the Leased Premises nor shall the collection of rent by Lessor from any assignee, sub-lessee or other occupant be deemed a waiver of this covenant or the acceptance of the assignee, sub-lessee or occupant as a lessee hereunder or a release of Lessee from the further performance by Lessee of the covenants in this Agreement on Lessee's part to be performed. If Lessee is a nonprofit corporation, then the occurrence of any of the following events also shall be deemed to be an assignment of this Agreement: (i) during any twelve (12) month period, the change of thirty-five percent (35%) or more of the members of the Board of Directors; or (ii) a change in the name of Lessee or the nature of its business, generally, or in its affiliations or in its use of the Leased Premises, any of which, in the sole discretion of Lessor, is substantial.

8. **Default**

The occurrence of any one or more of the following events (hereinafter referred to as an "Event of Default") shall constitute a breach of this Agreement by Lessee:

- a. if Lessee shall fail to pay rent or any other sum when and as the same becomes due and payable;
- b. if Lessee shall fail to perform or observe any other term hereof to be performed or observed by Lessee under this Agreement for fifteen (15) days after written notice by Lessor;
- c. if Lessee shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as insolvent or shall file a petition in any proceeding seeking any reorganization, arrangements, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or fail timely to contest or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or any material part of its properties;



- d. if this Agreement or any estate of Lessee hereunder shall be levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days;
- e. if Lessee vacates, abandons or deserts the Leased Premises or Lessee fails to occupy the Leased Premises for more than thirty (30) consecutive days; or
- f. if there is a revocation, termination or other invalidation of any permit, license or authorization with respect to Lessee's use and/or occupancy of the Leased Premises, including, but not limited to, certificates of occupancy, business licenses or charters.

## 9. **Remedies**

Upon the occurrence of an Event of Default, in addition to any other remedies which may be available to Lessor, Lessor may, at his option, after providing to Lessee any notice required under Michigan Law, do one or more of the following:

- a. Terminate this Agreement and, upon such termination, this Agreement shall come to an end and expire upon Lessor's termination, but Lessee shall remain liable for any damages Lessor may incur by reason of any failure of the Lessee to comply with the terms and conditions of this Agreement; or
- b. Either with or without terminating this Agreement, Lessor may immediately or at any time after an Event of Default or after the date upon which this Agreement shall expire, reenter the Leased Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding (without being liable to indictment, prosecution or damages therefore), and may repossess the Leased Premises and remove any and all of Lessee's property and effects from the Leased Premises;
- c. Either with or without terminating this Agreement, Lessor may relet the whole or any part of the Leased Premises from time to time, either in the name of Lessor or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the expiration of this Agreement, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Lessor, in its sole discretion, may determine. In the event of any such reletting, Lessor shall not be liable for the failure to collect any rental due upon any such reletting, and no such failure shall operate to relieve Lessee of any liability under this Agreement or otherwise to affect any such liability; and Lessor may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Leased



Premises as Lessor, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Lessee of any liability under this Agreement or otherwise affecting such liability;

- d. Accelerate all rental due for the balance of the term of this Agreement and declare the same to be immediately due and payable; or
- e. Lessor shall have the right to recover all amounts payable by Lessee hereunder as they become due and all other damages incurred by Lessor as a result of an Event of Default including, without limitation, attorneys' fees and costs.
- f. Lessor agrees to use reasonable efforts to mitigate the damages.

10. **Controlling Law; No Other Agreement or Representatives**

This Agreement shall be governed by the laws of the State of Michigan. There are no understandings, agreements, representations, or warranties, expressed or implied, other than those set forth in a written addendum or supplement executed simultaneously herewith, or as herein set forth fully or incorporated by specific reference, respecting this Agreement or any real or personal property leased hereunder.

11. **Non-Waiver; Modifications**

No waiver of any provision of this Agreement, or a breach thereof, shall be construed as a continuing waiver, nor shall it constitute a waiver of any other provision or breach. The acceptance of part (but not all) of a rent installment(s) due Lessor hereunder shall not constitute a waiver of default hereunder for nonpayment of rent. The acceptance of all or part of a rent installment(s) due Lessor hereunder shall not constitute a waiver of any other type of default hereunder. No modification, alteration and/or amendment of this Agreement shall be binding upon the other party hereto, unless the same shall be reduced to writing and signed by the party against whom it is sought to be enforced.

12. **Notices**

Whenever under this Agreement provision is made for notice of any kind, unless otherwise expressly herein provided, it shall be in writing and shall be served personally, sent by registered or certified mail, with postage prepaid, or sent by Federal Express or other similar next-business-day air courier. Notice shall be deemed given upon personal delivery or one



(1) business day following deposit with an air courier to the address of Lessor or Lessee, as the case may be, as stated below, or such other address as either of the parties may subsequently designate in writing by notice to the other party in the manner required herein:

To the Lessor at:

PATHWAYS GLOBAL INSTITUTES, LLC  
Attention: Zakia Gibson, CEO  
19785 W. 12 Mile Rd. #220  
Southfield, MI 48076-2584

To the Lessee at:

PATHWAYS GLOBAL LEAERSHIP ACADEMY  
Attention: Board of Directors President  
19785 W. 12 Mile Rd. #220  
Southfield, MI 48076-2584

13. **Surrender**

The Lessee shall return said Leased Premises peaceably and promptly to the Lessor at the end of the term of this Agreement, or at any earlier termination thereof, in as good condition as the same is now in or may hereafter to be put in, except for ordinary wear and tear. Upon termination of this Agreement, whether by expiration of the term, abandonment or surrender by Lessee, process of law or otherwise, any personal property belonging to Lessee and left on the Leased Premises shall be deemed to be abandoned and may be removed and disposed of by Lessor at Lessee's expense.

14. **Right to Terminate**

- a. If the Leased Premises becomes wholly untenable through damage or destruction, this Agreement shall be void; if partially untenable, Lessor shall have the option of canceling this Agreement at any time within thirty (30) days after such casualty. If Lessor does not cancel this Agreement, the Lessor shall repair the Leased Premises with all convenient speed. The obligation of the Lessee to pay the monthly rental shall be abated during the time the Leased Premises are untenable and shall be partially abated during the time the Leased Premises are partially untenable.
- b. In case the Leased Premises and/or the entrance(s), passageways, hallways and/or lavatories shall be sufficiently damaged so as to unreasonably impede Lessee's use of





the Leased Premises for a period likely to exceed thirty30 days, Lessee may, at its option, terminate this Agreement by written notice to the Lessor, in which event any unabsorbed advance rental upon Lessee's surrendering the Leased Premises shall be repaid to Lessee.

- c. Anything in this Agreement to the contrary notwithstanding, Lessor shall have the right to terminate this Agreement at any time for any reason (or for no reason) upon sixty (60) days written notice to Lessee.

15. **Successors and Assigns**

This Agreement and each of the covenants, conditions, and agreements contained herein shall be binding upon each of the parties and upon their respective successors, representatives and assigns, and the benefits shall inure to each of the parties and to their respective permitted successors, representatives and assigns.

16. **No Representations**

Lessee acknowledges that no representation, verbal or written, has been made by any broker, agent or employee of Lessor regarding the condition of the improvements on the Leased Premises. This Agreement is not made in reliance upon any representation whatsoever.

17. **Security Deposit**

The Lessor acknowledges the receipt of Twenty-Five Thousand Dollars (\$25,000) which it is to retain as security for the faithful performance of all of the covenants, conditions, and agreements of this Agreement, but in no event shall the Lessor be obliged to apply the same upon rents or other charges in arrears or upon damages for the Lessee's failure to perform said covenants, conditions, and agreements; the Lessor may so apply the security at its option; and the Lessor's right to the possessions of the premises for non-payment of rent or for any other reason shall not in any event be affected by the fact that the Lessor holds this security. The said sum, if not applied toward payment of rent in arrears or toward the payment of damages suffered by the Lessor by reason of the Lessee's breach of the covenants, conditions, and agreements of this Agreement, is to be returned to the Lessee when this Agreement is terminated, according to the terms, but in no event is the security to be returned until the Lessee has vacated the premises and delivered possession to the Lessor. In the event that the Lessor repossesses the Leased Premises because of the Lessee's default or because of the Lessee's failure to carry out the covenant, conditions, and agreements of this Agreement, the Lessor may apply the security upon all damages suffered to the date of repossession and may retain the security to apply upon such damages as may be suffered or



shall accrue thereafter by reason of the Lessee's default or breach. The Lessor shall not be obliged to keep the security as a separate fund, but may mix the said security with its own funds, Lessor is not required to obtain or account for any interest on the security.

18. **Hold Over**

It is hereby agreed that in the event the Lessee holds over after the termination of this Agreement, that thereafter the tenancy will be from month-to-month in the absence of a written agreement to the contrary. All terms of the previous Agreement will remain the same, except that the monthly rent amount shall be increased to 150% of the then-existing rent amount.

19. **Options to Renew**

Provided Lessee is not in default of any of the provisions of this Agreement, Lessee shall have five (5) successive options to extend the term of this Agreement for an additional one (1) year period from and after the expiration of the original Lease Term; provided, however, any extension of this Agreement shall be subject to Lessor's approval, which may be withheld by Lessor in its sole and absolute discretion.

Lessee shall provide Lessor with its intention to exercise each option by giving Lessor written notice of the intention to extend, no later than six (6) months prior to the expiration of the original Lease Term or the current option term, as applicable. Lessor shall either accept or reject Lessee's request to extend in writing within sixty (60) days of request to extend.

In the event that Lessee requests to extend the term of this Agreement and Lessor accepts such request as herein provided, the term of the Agreement shall be extended on the same terms and conditions of this Agreement, unless otherwise agreed, by the parties in writing.

20. **Headings**

The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provisions of this Agreement.

21. **Hazardous Materials**

- a. Lessee shall be fully responsible, at its own expense, for compliance with all laws and/or regulations governing the handling of Hazardous Materials or other substances used or stored on the Leased Premises in connection with Lessee's business conducted therein. All Hazardous Materials shall be stored in proper containers and shall be



further protected against spills by secondary containment facilities. Lessee shall not spill, introduce, discharge or bury any Hazardous Materials, substance or contaminant of any kind in, on, or under the Leased Premises or any portion thereof or any adjacent premises or into the ambient air. Lessee shall not permit the discharge of any Hazardous Materials into the sanitary or storm sewer or water system serving the Leasing Premises or any adjacent premises or into any municipal or other governmental water system or storm and/or sanitary sewer system. Lessee shall employ all appropriate safeguards and procedures necessary or appropriate to protect such systems from contamination. Lessee shall undertake, at its expense, any necessary and/or appropriate cleanup process in connection with any breach of the foregoing covenants, and without limiting Lessee's other indemnity or insurance obligations under this Agreement. Lessee shall indemnify and hold harmless Lessor from and against all liability whether direct, indirect, consequential or otherwise, arising from any incident or occurrence on or about the Leased Premises or any adjacent premises pertaining to Hazardous Materials which results from the acts or omissions of Lessee, its agents, employees or invitees, during the term hereof. The obligations of Lessee under this section shall survive the termination of this Agreement.

- b. "Hazardous Materials" shall include, without limitation, any chemical or other material which is or may become injurious to the public health, safety or welfare, or to the environment, flammable explosives, petroleum fractions, pesticides, radioactive materials, regulated substances, hazardous or toxic substances, contaminating pollutants or related or similar materials, including by way of example, substances or materials defined by any federal, state or local environmental law, ordinance, rule or regulation, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, and Rodenticide Act or the Michigan Environmental Response Act, and the regulations adopted and publications promulgated pursuant thereto, all as amended.

22. **Asbestos**

Lessee understands and agrees that it is Lessee's obligation, at Lessee's sole cost and expense, to comply with Michigan's Asbestos in Educational Facilities Act ("AEFA"), the Federal Asbestos Hazard Emergency Response Act ("AHERA"), the Federal Occupational Safety and Health Act ("OSHA") and the Michigan Occupational Safety and Health Act ("MIOSHA"), including any and all regulations promulgated thereunder regulating asbestos-containing materials in any fashion whatsoever (collectively, the "Asbestos Regulations") with respect to the Leased Premises. Under no circumstances shall the Lessor be considered to: a) have undertaken any duties or obligations with respect to the Asbestos Regulations;

b) have retained any duties or obligations with respect to the Asbestos Regulations; or c) have been nominated as, undertake any duty with respect to or be acting in any capacity as a Local



Education Agency for the purpose of compliance with any of the Asbestos Regulations. All obligations of Lessee under the Asbestos Regulations shall be performed by asbestos abatement contractors or such other persons as are trained and licensed to inspect, evaluate and abate asbestos-containing materials, or those materials that are suspected or presumed to contain asbestos. Lessee hereby indemnifies, defends and holds Lessor harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of Lessee's failure to comply with this Section and/or the Asbestos Regulations.

23. **Signs**

Lessee has permission to erect an exterior sign on the Leased Premises advertising the Lessee's intended use. The size, type, design, legend, and location must be in compliance with all applicable laws, including but not limited to, all applicable City of Detroit ordinances and must be approved by Lessor. Lessee hereby acknowledges and agrees to maintain, at Lessee's sole cost and expense, any sign erected by Lessee pursuant to this paragraph in good repair and working order at all times. In addition, Lessee hereby agrees to indemnify, defend and hold Lessor harmless (using counsel of Lessor's choice) from and against any cost, expense, claim or liability, including reasonable attorneys' fees, arising from or related to any sign erected by Lessee on the Leased Premises or the maintenance thereof.

At the expiration or termination of this Agreement, the Lessee shall promptly remove the sign and shall restore the Leased Premises to substantially their condition prior to installation of the sign. If the sign is not so removed within thirty (30) days after the termination or expiration of this Agreement, then the sign shall, at Lessor's option, be deemed to have been abandoned by Lessee and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to Lessee and without any obligation to account for such sign. All costs and expenses incurred by Lessor in connection with repairing or restoring the Leased Premises to the condition called for herein, together with the costs, if any, of removing the sign shall be invoiced to Lessee and shall be immediately due from and payable by Lessee.

24. **Lessor's Cure**

All covenants, terms and conditions to be performed by Lessee under any of the terms of this Agreement shall be at its sole cost and expense and without any abatement of rental. If Lessee shall fail to pay any sum of money, other than the payment of rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Lessor may, but shall not be obligated so to do, and without waiving or releasing Lessee from any obligations of Lessee, make any such payment or perform any such other act on Lessee's part to be made or performed as in this Agreement provided.

25. **Lessor's Rights and Non-liability**

- Lessor shall have the right at reasonable times and on reasonable notice, to inspect the Leased Premises to confirm Lessee's compliance with this Agreement.
- Lessor shall not be responsible or liable to Lessee for:
- any loss or damage resulting to Lessee or his property from theft or a failure of the security systems, if any, in the structures or improvements on the Leased Premises; or
- or any damage or loss of property within the Leased Premises from any cause other than solely by reason of the willful act or negligence of Lessor, and except as provided in this Agreement, no such occurrence shall be deemed to be an actual or constructive eviction from the Leased Premises or result in an abatement of rents.

If Lessor shall fail to perform any covenant, term or condition of this Agreement upon Lessor's part to be performed, and, if as a consequence of such default, Lessee shall recover a money judgment against Lessor, such judgment shall be satisfied only against the right, title and interest of Lessor in the Leased Premises insurance proceeds, and out of rents or other income from the Leased Premises by Lessor, or out of the consideration received by Lessor from the sale or other disposition of all or any part of Lessor's right, title and interest in the Leased Premises, and Lessor shall not be liable for any deficiency.

26. **"Leasehold" Improvement Agreement**

The Lessor agrees to the installation of leasehold improvements at the outset of the term of the lease. Leasehold improvements shall be paid for by the Lessor.

27. **Subordination**

This Agreement and the rights of the Lessee hereunder are hereby made subject to and subordinate to all mortgages now or hereafter placed upon the Leased Premises. Lessee covenants and agrees to execute and deliver on demand, a reasonable and customary instrument or instruments subordinating this Agreement to the lien of any such mortgage or mortgages and hereby irrevocably appoints Lessor the attorney-in-fact of Lessee to execute and deliver any such instrument or instruments in the name of Lessee. In addition, Lessee agrees that, upon the request of Lessor or any mortgagee of Lessor, Lessee shall execute an estoppel certificate in form satisfactory to Lessor or any mortgagee of Lessor.

28. **Attorneys' Fees**

If Lessor uses the services of an attorney in connection with (i) any breach or default in the performance of any of the provisions of this Agreement, in order to secure compliance with

such provisions or recover damages therefore, or to terminate this Agreement or evict Lessee, or (ii) any action brought by Lessee against Lessor, or Lessee shall reimburse Lessor, if Lessor is the prevailing party, for any and all attorneys' fees and expenses so incurred by Lessor.

29. **Additional Rent**

All taxes, insurance, utility charges, costs and expenses that the Lessee assumes or agrees to pay under this Agreement, together with all interest and late charges that may accrue thereon in the event of failure of Lessee to pay these items, and all other damages that Lessor may incur by reason of any default of the Lessee to comply with the terms and conditions of this Agreement shall be deemed additional rent, and in the event of non-payment, Lessor shall have all the rights as herein provided for failure to pay rent.

30. **Jury Waiver**

**LESSOR AND LESSEE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT.**

31. **Counterparts and Copies**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and together will constitute one and the same agreement. Copies (photostatic, facsimile, printable electronic, or otherwise) of this Agreement may be relied upon to the same extent as the original.

None



In witness whereof, the parties hereto have executed this Agreement effective as of the day and year first written above.

**LESSOR:**

PATHWAYS GLOBAL INSTITUTES, LLC.

Zakia Gibson 3-20-2014

By: Zakia Gibson

Its: CEO

**LESSEE:**

PATHWAYS GLOBAL LEADERSHIP ACADEMY

Stephanie Nimene 3/20/14

By: Stephanie Nimene

Its: Board President



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