



A
CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS

ISSUED TO

JACKSON PREPARATORY & EARLY COLLEGE
(A PUBLIC SCHOOL ACADEMY)
BY THE

JACKSON COLLEGE BOARD OF TRUSTEES
(AUTHORIZING BODY)

July 1, 2022

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AUTHORIZATION RESOLUTION

APPOINTMENT OF INITIAL BOARD OF GOVERNORS AND AUTHORIZATION TO PROCEED WITH NEGOTIATING AND EXECUTING A PUBLIC SCHOOL ACADEMY CONTRACT

RECITALS:

1. 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 Act No. 277 of the Public Acts of 2011.
2. According to this legislation, the Jackson Community College Board of Trustees, as the governing body of a community college, is an authorizing body empowered to issue contracts to organize and operate public school academies.
3. Jackson Community College requested applications for organizing public school academies and reviewed them according to the provisions set forth by the Michigan legislature.
4. The Michigan legislature requires that an authorizing body adopt a resolution establishing the method of selection, length of term, and number of board members for a public school academy under its jurisdiction.
5. The Community College President has recommended Dr. Robert Rando, Dr. Rebekah Woods, Mr. Ted Christoff, and Mr. Harry Baltimore for appointment to two (2) year terms that will expire in accordance with *The Academy Board of Directors Table of Staggered Terms and Appointments*.
6. The Jackson Community College President ("Community College President") is recommending that the Jackson Community College Board of Trustees proceed with becoming an authorizing body, appoint the initial Board of Governors for the Jackson Preparatory & Early College, and allow for the issuance of a public school academy contract to the Jackson Preparatory & Early College.

BE IT RESOLVED, That the Jackson Community College Board of Trustees appoints Dr. Robert Rando, Dr. Rebekah Woods, Mr. Ted Christoff, and Mr. Harry Baltimore to serve as the initial Board of Governors for the Jackson Preparatory & Early College, commencing the date upon which their oaths of public office are taken.

BE IT FURTHER RESOLVED, That the Jackson Community College Board of Trustees authorizes the Community College President to negotiate and execute a public school academy contract and related documents with the Jackson Preparatory & Early College Board of Governors, provided that before execution of the contract, the Community College President affirms that all terms of the contract have been agreed upon and are able to be fulfilled.

JACKSON COMMUNITY COLLEGE
BOARD OF TRUSTEES APPROVED:



Signature
1/22/2013

Date

METHOD OF SELECTION, LENGTH OF TERM, & NUMBER OF MEMBERS GOVERNING
PUBLIC SCHOOL ACADEMY BOARDS

The Jackson College Board of Trustees declares that the method of selection, length of term, and number of public school academy board members shall be as follows:

Method of Selection and Appointment

The Jackson College Board of Trustees ("College Board") shall prescribe the method of selection and appointment for members of an academy's board of directors. The Jackson College President ("College President") is authorized to develop and administer an academy board selection and appointment process that includes an *Application for Public School Academy Board Appointment* and is in accordance with these policies:

- a. The College Board shall appoint the initial and subsequent academy board of directors by resolution, except as prescribed by subparagraph d. The College President shall recommend qualified Individuals to the College Board.
- b. The academy board of directors, by resolution and majority vote, shall nominate its subsequent members, except as provided otherwise. The academy board of directors shall recommend to the College President at least one nominee for each vacancy. Nominees shall submit the *Application for Public School Academy Board Appointment* for review by the College President. The College President may or may not recommend the appointment of a nominee submitted by the academy board. If the College President does not recommend the appointment of a nominee submitted by the academy board, he/she may select and recommend another nominee or may request the academy board submit a new nominee for consideration.
- c. An individual appointed to fill a vacancy created other than by the expiration of a term shall be appointed for the unexpired term of that vacant position.
- d. Under exigent conditions, and with the approval of the College Board's chair, the College President may appoint a qualified individual to an academy's board of directors. All appointments made under this provision must be presented to the College Board for final determination at its next regularly scheduled meeting. The College Board reserves the right to review, rescind, modify, ratify, or approve any appointments made under this provision.

Length of Term

The directors of the academy board shall serve at the pleasure of the College Board. Appointments shall be for a term of office not to exceed ~~three~~ (3) years, ~~with no board member serving more than three terms.~~

Removal and Suspension

If the College Board or College President determines that an academy board member's service in office is no longer necessary, then the College Board 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 also be removed from office by a two-thirds (2/3) vote of the academy's board for cause.

With the approval of the College Board's chair, the College President may suspend an academy board member's service, if in his/her judgment the person's continued presence would constitute a risk to persons or property, or would seriously impair the operation of the academy. Any suspension made under this provision must be presented to the College Board for final determination at its next regularly scheduled meeting. The College Board reserves the right to review, rescind, modify, ratify, or approve any suspensions made under this provision.

Number of Directors

The number of members of the academy board of directors shall not be less than five (5) nor more than nine (9). If the academy board of directors fails to maintain its full membership by making appropriate and timely nominations, the College Board or College President may deem that failure an exigent condition.

Qualifications of Academy Board Members

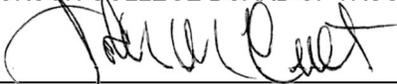
To be qualified to serve on an academy's board of directors, a person shall, among other things: (a) be a citizen of the United States; (b) be a resident of the State of Michigan; (c) submit all materials requested by Jackson College including, but not limited to, the *Application for Public School Academy Board Appointment* which must include authorization to process a criminal background check; and (d) annually submit a conflict of interest disclosure as prescribed by Jackson College.

Oath of Public Office

All members of the academy board of directors must take the constitutional *Oath of Public Office* and sign the *Oath of Public Office* before beginning their service. The *Oath of Public Office* shall be filed with Jackson College.

BE IT RESOLVED, That the policy titled *Method of Selection, Length of Term, and Number of Members Governing Public School Academy Boards* is adopted.

JACKSON COLLEGE BOARD OF TRUSTEES APPROVED:



Signature

6/13/22

Date

TERMS AND CONDITIONS OF CONTRACT

TERMS AND CONDITIONS OF CONTRACT

DATED: July 1, 2022

ISSUED BY

JACKSON COLLEGE BOARD OF TRUSTEES

CONFIRMING THE STATUS OF

JACKSON PREPARATORY & EARLY COLLEGE

AS A

PUBLIC SCHOOL ACADEMY

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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 Jackson College Board of Trustees (“College Board”) issues a contract to Jackson Preparatory and Early College (the “Academy”), to be effective July 1, 2022, 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 named Jackson Preparatory & Early College, which is established as a public school academy pursuant to this contract. The academy is located within the Jackson Public School District and Jackson County Intermediate District.
- b) **Academy Board** means the Board of Directors of the Academy, also referred to as the Board of Governors of the Academy. The Number of members of the Academy Board shall not be less than five (5) nor more than nine (9).
- c) **Applicable Law** means all state and federal law applicable to public school academies- including all rules, regulations, and orders promulgated thereunder.
- d) **Application** means the public school academy application and supporting documentation submitted to the College for the establishment of the Academy.
- e) **Authorization Resolution** means the resolution adopted by the Jackson College Board of Trustees approving the issuance of a Contract.
- f) **Charter School** means public school academy.
- g) **Code** means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1853 of the Michigan Compiled Laws.
- h) **Conservator** means an individual appointed by the College President in accordance with Section 10.8 of these Terms and Conditions.
- i) **Contract** means, in addition to the definitions set forth in the Code, these Terms and Conditions, the Authorization Resolution, the Method of Selection, Length of Term, and Number of Members Governing Public School Academy Boards Resolution, the Schedules, the Annual Calendar and the Application.
- 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 College President for review as provided in Section 11.12 and has not been disapproved by the College President, and is consistent with the College Board Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.

- k) **Educational Service Provider Policies or ESP Policies** means those policies adopted by the College Board that apply to a Management Agreement. The College Board may, at any time and at his or her sole discretion, amend the ESP Policies. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- l) **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.
- m) **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 College President for review as provided in Section 11.12 and has not been disapproved by the College President, and is consistent with the College President Educational Service Provider Policies as they may be amended from time to time, and Applicable Law.
- n) **Annual Calendar of Reporting Requirements (ACRR)** means the compliance certification duties required of the Academy by the College Board. The College President may amend the ACRR each fiscal year or at other times as deemed appropriate by the College 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.
- o) **Method of Selection Resolution** means the resolution adopted by the College 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.
- p) **Resolution** means any resolution adopted by the Jackson College Board of Trustees.
- q) **Schedules** mean the schedules incorporated into and made part of the

- Terms and Conditions.
- r) **State Board** means the State Board of Education, established pursuant to Article 8, Section 3 of the 1963 Michigan Constitution and MCL 388.1001 et seq.
 - s) **Superintendent** means the Michigan Superintendent of Public Instruction.
 - t) **Terms and Conditions** means this document entitled Terms and Conditions of Contract issued by the Jackson College Board of Trustees.
 - u) **College** means Jackson College. College organized under the college act of 1966, 19699 PA 331, MCL 389.1 to 389.195.
 - v) **College Board** means the Jackson College Board of Trustees.
 - w) **College Public School Academy Hearing Panel** or **Hearing Panel** means such person(s) as designated by the College President.
 - x) **College President** means the President of Jackson College or his or her designee.

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

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

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

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

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

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

ARTICLE II

ROLE OF JACKSON COLLEGE BOARD OF TRUSTEES AS AUTHORIZING BODY

Section 2.1. Constitutional Status of Jackson College. Jackson College is a constitutionally established body corporate operating as a college. In approving this Contract, the College Board voluntarily exercises additional powers given to the College Board to authorize public school academies. Nothing in this Contract shall be deemed to be any waiver of Jackson College's autonomy or powers and the Academy shall not be deemed to be part of Jackson College.

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

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

- a) Method of Selection Resolution. The College Board has adopted the Method of Selection Resolution, which is incorporated into this Contract as part of Schedule 1. At any time and at its sole discretion, the College Board may amend the Method of Selection Resolution. Upon College 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 Schedule 1 of the Terms and Conditions.
- b) Authorizing Resolutions. The College Board has adopted the Authorizing Resolution, which is incorporated into this Contract as part of Schedule 1.

Section 2.4. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The College 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 College Board as outlined in the Contract incorporated into this Contract as Schedule 4. Additionally, the Academy shall be responsible for the following:

- a) In the event that the College President objectively 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 College 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 College President. The Academy shall pay for the expense of the evaluation. In addition, at any time, the College President may require an evaluation of student performance to be

- selected by and at the expense of the College. The Academy shall cooperate with the evaluation, including any student testing required.
- b) Within ten (10) days of receipt, the Academy shall notify the College President 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 College President and the College 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 College. 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 College President with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy and shall provide necessary approvals for the College President 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 College President. The financial statements and auditor's management letters shall be submitted to the College President within ninety (90) days after the end of the Academy's fiscal year.
 - g) The Academy shall provide the College President with a copy of the approved annual budget for the upcoming fiscal year of the Academy no later than July 1st. The Academy Board is responsible for establishing, approving and amending the annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 et seq., and for providing all amendments and revisions to the College President following Academy Board approval.
 - h) The Academy shall provide to the College President minutes of all Academy Board meetings no later than fourteen (14) days after such meeting.

Section 2.5. College Board Administrative Fee. During the term of this Contract, the Academy shall pay the College 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 College Board from each state school aid payment received by the College Board for forwarding to the Academy. This fee shall compensate the College Board for issuing the Contract and overseeing the Academy's compliance with the Contract and all Applicable Law.

Section 2.6. College Board as Fiscal Agent for the Academy. The College Board is

the fiscal agent for the Academy. As fiscal agent, the College Board assumes no responsibility for the financial condition of the Academy. The College Board is not liable for any debt or liability incurred by or on behalf of the Academy Board, or for any expenditure approved by or on behalf of the Academy Board. Except as provided in the Oversight, Compliance and Reporting Agreement and Article X of these Terms and Conditions, the College Board shall, within ten (10) business days of receipt, forward to the Academy all state school aid funds or other public or private funds received by the College Board for the benefit of the Academy. The College Board shall retain any amount owed to the College Board by the Academy pursuant to this Contract. For purposes of this section, the responsibilities of the College Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 3.

Section 2.7. Authorization of Employment. The Academy may employ or contract with personnel. If the Academy contracts for personnel with an Educational Service Provider, the Academy shall submit a draft of the proposed agreement to the College President for review. The College President 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 11.13 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 College for any purpose. The Academy Board shall prohibit any individual from being employed by the Academy, an ESP, or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. The Academy shall be responsible for carrying worker's compensation insurance and unemployment insurance for its employees.

Section 2.8. Financial Obligations of the Academy are Separate from the State of Michigan, College Board and the College. 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 College Board, or the College. 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 College Board or the College shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.9. Academy Has No Power to Obligate or Bind State of Michigan, College Board or the College. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, College Board or the College, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, College Board or the College in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

Section 2.10. Authorizing Body Contract Authorization Process. Pursuant to the Code, the College 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 College Board. Prior to the end of the Contract term, the College 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 College 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 College Board as the most important factor of whether to issue or not issue a new contract. The College Board, at its sole discretion, may change its process and standards for issuance of a contract at any time, and any such changes shall take effect automatically without the need for any amendment to this Contract. Consistent with the Code, the College Board may elect, at its sole discretion, not to consider the issuance of a contract, consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

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

Section 2.12. College President Review of Certain Financing Transactions. If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of facilities or equipment, or renovation of facilities, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment or direction to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., or (ii) direct that a portion of its State School Aid Payments be forwarded by the Fiscal Agent College Board to a third party account for the payment of Academy debts and liabilities, the Academy shall submit the transaction for prior review by the College President as designee of the College Board, in the manner provided herein. The Academy shall, not later than thirty (30) days prior to the proposed closing date of the transaction, submit a written request to the College President describing the proposed transaction and the facilities or equipment to be acquired

with the proceeds thereof (if any), and in the case of a transaction described in subparagraph (ii) of this Section, (a) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; (b) a copy of a State School Aid Payment Agreement and Direction document that is in a form acceptable to the College President; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the College President may request. Unless the College President extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the College President shall notify the Academy if the proposed transaction is disapproved. The College President may disapprove the proposed transaction if the proposed transaction violates this Contract or applicable law. If the proposed transaction is disapproved, such disapproval shall, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into that is disapproved by the College President. By not disapproving a proposed transaction, the College President is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

ARTICLE III

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

Section 3.1. Governmental Agency or Entity and Political Subdivision. The Academy shall act exclusively as a governmental agency or entity and political subdivision and shall not undertake any action inconsistent with its status as a body corporate authorized to receive state school aid funds pursuant to Section 11 of Article IX of the State Constitution of 1963.

Section 3.2. Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Subject to Section 2.7 and Section 6.14 of the Terms and Conditions, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

Section 3.3. Academy Board Members Serve in their Individual Capacity. All Directors of the Academy Board shall serve in their individual capacity, and not as a representative or designee of any other person or entity. A person who does not serve in their individual capacity, or who serves as a representative or designee of another person or entity, shall be deemed ineligible to continue to serve as a Director of the Academy Board. A Director who violates this Section shall be removed from office, in accordance with the removal provisions found in the Resolution or Schedule 2: Bylaws. As set forth in the Resolution, a Director serves at the pleasure of the College Board, and may be removed

with or without cause by the College Board at any time.

ARTICLE IV

PURPOSE

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

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

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

Section 5.2. Articles of Incorporation. Unless amended pursuant to Section 9.3 of Article IX herein, the Articles of Incorporation of the Academy, as set forth in Schedule 1 shall be the Articles of Incorporation of the Academy. The Academy Board represents to the College Board that Schedule 1 includes all amendments to the Academy's Articles of Incorporation as of the date set forth above.

Section 5.3. Bylaws. Unless amended pursuant to Section 9.4 of Article IX herein, the Bylaws of the Academy, as set forth in Schedule 2, shall be the Bylaws of the Academy. The Academy Board represents to the College Board that Schedule 2 includes all amendments to the Academy's Bylaws as of the date set forth above.

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

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the governance

structure as set forth in its Bylaws. The Academy's Board of Directors shall meet at least monthly, unless another schedule is mutually agreed upon by the College President or Designee and the Academy. The Academy shall have four officers: President (Chair), Vice-President (Vice Chair), Secretary and Treasurer. The officer positions shall be filled by persons who are members of the Academy Board. A description of their duties is included in Schedule 2.

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 Jackson College.

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

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

Section 6.5. Methods of Accountability and Pupil Assessment. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. The Academy shall also assess pupil performance using all applicable testing that the Code or the Contract requires. The Academy shall provide the College President 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 College President;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the College 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 College President; and
- e) all tests required under Applicable Law.

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

Section 6.6. Staff Responsibilities. Subject to Section 2.7 Article II of the Terms and Conditions, the College 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 College President 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 College President a copy of the School Calendar/School Day Schedule for each academic school year no later than July 1st. 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 6th through 12th grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.2 of Article IX of the Terms and Conditions.

Section 6.10. Annual Financial Audit. The Academy shall conduct an annual financial audit prepared and reviewed by an independent certified public accountant in accordance with generally accepted governmental auditing principles. The Academy shall submit the annual financial statement audit and auditor's management letter to the College President in accordance with the ACRR. The Academy Board shall provide to the College President a copy of any responses to the auditor's management letter in accordance with the ACRR.

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 6. Following Academy Board and College 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 College 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 6 are under the direction and control of the Academy

Board.

The College 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 College President an application for site expansion, in a form or manner determined by the College President. The application for site expansion shall include all information requested by the College President, 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 College President shall review the application for site expansion and make a recommendation to the College Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the College President of the application for site expansion shall include a determination by the College President that the Academy is operating in compliance with the Contract and is making measurable progress toward meeting the Academy's educational goals. The College Board may consider the Academy Board's site expansion request following submission by the College President of a positive recommendation.

If the College 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 College 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. 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 6.14. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft and final copy of the agreement to the College President for review and retention.

Section 6.15. Posting of Accreditation Status. The Academy shall post notice to the Academy's homepage of its website disclosing the accreditation status of each school in accordance with section 1280e of the Code, MCL 380.1280e.

Section 6.16. Collective Bargaining Agreements. Collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

ARTICLE VII

TUITION PROHIBITED

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

ARTICLE VIII

COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS

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

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

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

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

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

Section 8.6. Uniform Budgeting and Accounting Act. The Academy shall comply

with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.

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

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

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

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

ARTICLE IX

AMENDMENT

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

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

Section 9.3. Process for Amending Academy Articles of Incorporation. The

Academy Board, or any authorized designee of the Academy Board, may propose changes to the Academy's Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles upon approval by the College President or Designee after review and recommendation by the College's Legal Counsel. Upon College 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 College President. The filed amendment shall be automatically incorporated into Schedule 1 of this Contract upon receipt of the amendment by the College President. If the College 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 College, the College shall reimburse the Academy for the filing fees payable to the Michigan Department of Licensing and Regulatory Affairs, Corporate Division.

Section 9.4. Process for Amending Academy Bylaws. The Academy Board shall submit proposed Bylaw changes to the College President, 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 College identifies a provision in the Academy Board's Bylaws that violates or conflicts with Applicable Law or this Contract, that provision of 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 2 of the Contract upon receipt by the College President of a duly authorized Academy Board Bylaw change made in accordance with this Section 9.4.

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

Section 9.6. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law, which alters or amends the responsibilities and obligations of either the Academy or the College 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 College Board shall conform to and be carried out in accordance with the change in Applicable Law.

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

place before the next meeting of the College Board. Upon the determination that an emergency situation exists, the College President may temporarily take action on behalf of the College Board with regard to the Academy or the Contract, so long as such action is in the best interest of the College Board and the College President consults with the College Board Chairperson prior to taking the intended actions. When acting during an emergency situation, the College President shall have the authority to act on behalf of the College Board, and such emergency action shall only be effective in the interim before the earlier of (a) rejection of the emergency action by the Chairperson of the College Board; or (b) the next meeting of the College Board. The College President shall immediately report such action to the College Board Chairperson for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the College Board, becomes permanent. An emergency is a threat to the health, safety or welfare of the Academy's pupils or staff working at the Academy.

ARTICLE X

TERMINATION, SUSPENSION AND REVOCATION

Section 10.1. Grounds and Procedures for Academy Termination of Contract. At any time and for any reason, the Academy Board may terminate this Contract. The Academy Board shall notify the College President 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. Upon receipt of the Academy's request for termination, the College President shall present the Academy's request for termination to the College Board. A copy of the Academy Board's resolution approving the request for Contract termination shall be included with the Academy's request for termination. Upon receipt of the Academy Board's request for termination, the College Board shall take action to either approve or deny the proposed termination request. If the proposed termination request is approved, the College Board shall determine the effective date of the Contract termination. If the proposed termination request is denied by the College Board, the Contract shall remain in full force and effect. The College 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 College Board. The College Board, in its sole discretion, reserves the right to terminate this Contract (i) before the end of the Contract Term for any reason or for no reason provided that such termination shall not take place less than six (6) calendar months from the date of the College Board's resolution approving such termination; or (ii) if there is a change in Applicable Law that the College Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the College Board to make changes in the Contract that are not in the best interest of the College Board or the College, then such termination shall take effect at the end of the current Academy fiscal year. Following College Board approval, the College President shall provide notice of the termination to the Academy. If during the period between the College Board's action to terminate and the effective date of termination, the Academy has violated the

Contract or Applicable Law, the College Board may elect to initiate suspension or revocation of the Contract sooner as set forth in this Article X. If this Contract is terminated pursuant to this Section 10.2, the revocation procedures in Section 10.6 shall not apply.

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

- a) College President Action. If the College President determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board (i) has placed the health or safety of the staff and/or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Section 6.11, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6; or (v) has willfully or intentionally violated this Contract or Applicable Law, the College President may immediately suspend the Contract. If the conditions or circumstances involve an alleged violation of Sections 10.5(e) or (f), the College 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 College Board after a decision by the College President to suspend the Contract may be retained by the College Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury upon request.
- c) Immediate Revocation Proceeding. If the Academy Board, after receiving a Suspension Notice from the College 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 timeline for revoking the Contract, provided that notice of the revocation hearing shall be provided to the College President 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 College 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 College Board upon a determination by the College 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 College 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 College 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 fifty percent (50%) of its student enrollment from the previous school year;
- c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- d) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Corporate Division, without first obtaining College President or Designee approval;
- e) The College Board discovers grossly negligent, fraudulent or criminal conduct by the Academy, the Academy's directors, officers, employees or agents in relation to their performance under this Contract;
- f) The Academy, the Academy's directors, officers or employees have provided false or misleading information or documentation to the College Board in connection with the College 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 College Board; or

- h) The College 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 11.13 of the Terms and Conditions.

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

- a) Notice of Intent to Revoke. The College President, 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) business 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 College President, 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 timeline 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 College President prior to a review of the Academy Board's response.
- c) Plan of Correction. Within fifteen (15) business days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, whichever is sooner, the College President shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the College President determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the College President shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the College President 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 College President 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 College President shall notify the Academy Board, in writing, of such withdrawal.

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

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

- e) Request for Revocation Hearing. The College President may initiate a revocation hearing before the College Public School Academy Hearing Panel if the College President 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 College President deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the College President 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 College President 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 College Public School Academy 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 College President and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the College President's request for Contract revocation, and to make a recommendation to the College Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the College President and shall not last more than three hours. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the College and the Academy. The College President 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 College President 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 College 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 College President and the Academy Board at the same time that the recommendation is sent to the College Board.

- g) College Board Decision. If the Hearing Panel's recommendation is submitted to the College Board at least fourteen (14) days before the College Board's next regular meeting, the College Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The College Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The College Board shall have available copies of the Hearing Panel's recommendation and the transcript of the hearing. The College 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 College Board's decision shall be provided to the College President, the Academy Board and the Department.
- h) Effective Date of Revocation. If the College Board votes to revoke the Contract, the revocation shall be effective on the date of the College Board's act of revocation, or at a later date as determined by the College Board.
- i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the College Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the College Board to revoke the Contract, may be held by the College Board and returned to the Michigan Department of Treasury upon request.
- 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 College Board to revoke the Contract, the district code

number shall remain under the direction and control of the State Board of Education and/or its designated representative.

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

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

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

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

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

Section 10.8. Venue; Jurisdiction. The parties agree that all actions or proceedings arising in connection with this Contract will be tried and litigated only in the Circuit Court of

Jackson County, Michigan, the Michigan Court of Claims or the Federal District Court for the Eastern District of Michigan. The parties hereby irrevocably accept for themselves and in respect of their property, generally and unconditionally, the jurisdiction of such courts. The parties irrevocably consent to the service of process out of any such courts in any such action or proceedings by the mailing of copies thereof by registered or certified mail, postage prepaid, to each such party, at its address set forth for notices in this Contract, such service to become effective ten (10) days after such mailing. The parties irrevocably waive any right they may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceedings is brought in accordance with this Section 10.8. This Section 10.8 shall not in any way be interpreted as an exception to the Academy's covenant not to sue contained in Section 11.6 of these Terms and Conditions.

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

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

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. 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 11.2. Insurance. The Academy shall secure and maintain in its own name as the "First Named Insured" at all times the following insurance coverage:

- a) Property insurance covering all of the Academy's Real and Personal property, whether owned or leased;
- b) Commercial General Liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form). Coverage must include Sexual Abuse and Molestation and Corporal Punishment coverage. Policies may be written on either an occurrence or claims made basis. If the coverage is claims made, the retroactive date must be the same or before the date of the original contract, and in the event that the Academy goes out of business, the Academy must purchase the longest-available tail coverage;
- c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars (\$1,000,000) Combined Single Limit covering Hired and Non-Owned Autos, as well as Owned Autos if applicable;
- d) Workers' Compensation or Worker' Compensation without employees (this is considered minimum premium, "if any" insurance) (statutory limits) and Employers' Liability insurance with a minimum limit of one million dollars (\$1,000,000) for each coverage part;
- e) Errors & Omissions insurance including Directors & Officers and School Leaders Errors & Omissions Liability insurance with a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate (Claims Made or Occurrence Form);
- f) Crime including employee dishonesty and third party coverage insuring cash, securities, and property, with a minimum of five hundred thousand dollars (\$500,000); and
- g) Employment Practices Liability insurance with a minimum of one million dollars (\$1,000,000) per claim/aggregate (Claims Made or Occurrence Form).
- h) Umbrella with a minimum \$4,000,000 limit each occurrence and aggregate. Alternatively, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000 per occurrence limit.

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The insurance carrier(s) must have an AM Best rating of "A" or better. The Academy may join with other public school

academies to obtain insurance if the Academy finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as First Named Insured with its own limits, i.e. no sharing of limits.

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

The Academy understands that the College's insurance carrier periodically reviews the types and amounts of insurance coverage that the Academy must secure in order for the College to maintain insurance coverage for authorization and oversight of the Academy. In the event that the College's insurance carrier requests additional changes in coverage identified in this Section 11.2, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the College's insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.3. The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan. The Academy agrees to comply with all of the following:

- a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- b) Within ten (10) days after adoption by the Academy Board (but not later than July 1st) each year, the Academy Board shall submit to the College President a copy of its annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within 10 days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the College President.
- c) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7th of each school fiscal year, shall transmit to the

Center for Educational Performance and Information (“CEPI”) the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.

- d) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance, incurs a deficit fund balance in the most recently completed school fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:
 - i. The Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the College President.
 - ii. Within 30 days after making notification under subdivision (d)(i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Department an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the College President.
 - iii. After the Superintendent approves the Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.
- e) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:
 - i. The enhanced deficit elimination plan shall be approved by the Academy Board before submission.
 - ii. After the State Treasurer approves an enhanced deficit elimination plan for the Academy, the Academy shall post the enhanced deficit elimination plan on the Academy's website.
 - iii. Submit to the Superintendent and State Treasurer an enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.

Section 11.4. 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 11.5. 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 11.6. 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 College or to enter into a contract that would bind the College. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy and Academy Board members hereby agrees and covenants not to sue the College Board, the College or any of its trustees, officers, employees, agents or representatives for any matters that arise under this Contract or otherwise. The College 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 College Board, the College or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, termination or revocation of this Contract.

Section 11.7. Lease or Deed for Proposed Single Site(s). The Academy shall provide to the designee of the College Board copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed and site information shall be incorporated into the Schedules.

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

Section 11.8. 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 11.8. Copies of these certificates shall be incorporated into the Schedules.

Section 11.9. Criminal Background and History Checks; Disclosure of Unprofessional Conduct. The Academy shall comply with the Code concerning criminal background and criminal history checks for its teachers, school administrator(s), and for any other position requiring State Board approval. In addition, the Academy shall comply with the Code concerning the disclosure of unprofessional conduct by persons applying for Academy

employment. This Section 11.9 shall apply to such persons irrespective of whether they are employed by the Academy or employed by an educational service provider contracting with the Academy.

Section 11.10. Special Education. Pursuant to Section 1701a of the Code, the Academy shall comply with Article III, Part 29 of the Code, MCL 380.1701 et seq., concerning the provision of special education programs and services at the Academy. Upon receipt, the Academy shall notify the College President of any due process or state complaint filed against the Academy.

Section 11.11. 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 11.12. Educational Service Provider Agreements. The Academy may enter into an ESP Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For the purposes of this Contract, an employee leasing agreement shall be considered an ESP Agreement, and an employee leasing company shall be considered an ESP. The Academy board must retain independent legal counsel to review and advise on the negotiation of the ESP agreement. Legal counsel for the Academy shall not represent the ESP or an ESP owner, director, officer, or employee. The ESP agreement must be an arms-length, negotiated agreement between an informed Academy Board and the ESP.

Prior to entering any ESP Agreement with an ESP, the Academy shall submit a copy of the final draft ESP Agreement to the College President in a form or manner consistent with the ESP policies of the College President, which are incorporated into and be deemed part of this Contract. The College President 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 College President 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 College President in the same form and manner as a new ESP Agreement.

Section 11.13. Required Provisions for Educational Service Provider Agreements. Any ESP agreement entered into by the Academy must contain the following provisions:

"Indemnification of Jackson College. The parties acknowledge and agree that the Jackson College Board of Trustees, Jackson College 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 Jackson College Board of Trustees, Jackson College 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 Jackson College, which arise out of or are in any manner connected with Jackson College Board's approval of the Application, the College 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 Jackson College 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 Jackson College Board of Trustees. The parties expressly acknowledge and agree that Jackson College 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 Jackson College Board of Trustees is suspended, revoked, or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or terminate on the same date as the Academy's Contract is suspended, revoked, or termination without further action of the parties."

"Compliance with Academy's Contract. The ESP agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by Jackson College Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement."

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

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

"Compliance with Section 11.20 of Contract Terms and Conditions. The ESP shall make information concerning the operation and management of the Academy, including

without limitation the information described in Schedule 8 of the Contract, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under Section 11.20(a) of the Contract Terms and Conditions.”

Section 11.14. Additional Required Provisions for Educational Service Provider Agreements. ESP agreements must include provisions that define the following, according to the standards set forth in the Contract:

1. Roles and responsibilities of the parties
2. Services and resources provided by the ESP
3. Fee or expense payment structure
4. Financial control, oversight, and disclosure
5. Renewal and termination of the agreement

Section 11.15. 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 College employee, official, or consultant, to the College.

Section 11.16. 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 11.17. Academy Board Legal Counsel. If the Academy Board obtains Legal Counsel, Legal Counsel must be independent of and not representing the ESP, or ESP owner, director, officer, or employee.

Section 11.18. 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 11.19. 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 College President.

Section 11.20. Information Available to the Public and College.

- 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 8, available to the public and College 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 8, 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 11.21. Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all individuals employed by or contracted for the Academy as teachers or school administrators a rigorous, transparent, and fair performance evaluation system that complies with Applicable Law. If the Academy enters into an agreement with an Educational Service Provider, the Academy Board shall ensure that the Educational Service Provider complies with this section.

Section 11.22. College Board Invitation to Apply to Convert Academy to School of Excellence. If the College 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 College Board determines that the Academy meets the College Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the College 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 College Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

Section 11.23. Student Privacy. In order to protect the privacy of students enrolled at the Academy, the Academy board, subject to Section 11.26, shall not:

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

Section 11.24. Disclosure of Information to Parents and Legal Guardians, Subject to Section 11.26.

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

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

Section 11.25. List of Uses for Student Directory Information; Opt-Out Form; Notice to Student's Parent or Legal Guardian.

- a) Subject to Section 11.26, the Academy shall do all of the following:
- i. Develop a list of uses (the "Uses") for which the Academy commonly would disclose a student's directory information.
 - ii. Develop an opt-out form that lists all of the Uses and allows a student's parent or guardian to elect not to have the student's directory information disclosed for 1 or more of the Uses.
 - iii. Present the opt-out form to each student's parent or guardian within the first thirty (30) days of the school year and at other times upon request.
 - iv. If an opt-out form is signed and submitted to the Academy by a

student's parent or guardian, then the Academy shall not include the student's directory information in any of the Uses that have been opted out of in the opt-out form.

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

Section 11.26. Confidential Address Restrictions.

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

Section 11.27. Statewide Safety Information Policy. The Academy shall adopt and adhere to the statewide school safety information policy required under Section 1308 of the Code, MCL 380.1308. The statewide school safety information policy may also address Academy procedures for reporting incidents involving possession of a dangerous weapon as required under Section 1313 of the Code, MCL 380.1313.

Section 11.28. Criminal Incident Reporting Obligation. Within twenty-four (24) hours after an incident occurs, the Academy shall provide a report to the Michigan State Police, in a form and manner prescribed by State Police, after either of the following: (i) an incident involving a crime that must be reported under Section 1310a(2) of the Code, MCL 380.1310a(2); or (ii) an incident, if known to the Academy, involving the attempted commission of a crime that must be reported under Section 1310a(2) of the Code, MCL 380.1310a(2). Failure to comply may result in the Academy being ineligible to receive any school safety grants from the Michigan State Police for the fiscal year in which the noncompliance is discovered by State Police.

Section 11.29. Academy Emergency Operations Plan.

- a) Beginning in the 2019-2020 school year, and at least biennially thereafter, the Academy shall, in conjunction with at least 1 law enforcement agency having jurisdiction over the Academy, conduct either (i) a review of the Academy's emergency operations plan, including a review of the vulnerability assessment; or (ii) a review of the Academy's statewide school safety information policy, as applicable.
- b) Not later than January 1, 2020, the Academy shall either (i) develop an emergency operations plan for each school building, including recreational structure or athletic field, operated by the Academy with input from the public; or (ii) adopt a statewide school safety information policy under Section 1308 of the Code, MCL 380.1308. The emergency operations plan or statewide school safety information policy shall comply with Section 1308b(3) of the

Code, MCL 380.1308b(3). Within thirty (30) days, the Academy shall provide to the Department, in a form and manner determined by the Department, notice of the adoption of an emergency plan or the completion of an emergency operations plan review, as applicable.

Section 11.30. School Safety Liaison. The Academy Board shall designate a liaison to work with the School Safety Commission created under Section 5 of the Comprehensive School Safety Plan Act created under Public Act 548 of 2018, MCL 28.805 and the Office of School Safety created under MCL 28.681. The Liaison shall be an individual employed or assigned to regularly and continuously work under contract in the school operated by the Academy. The Liaison shall work with the School Safety Commission and the Office of School Safety to identify model practices for determining school safety measures.

Section 11.31. New Building Construction or Renovations. The Academy shall not commence construction on a new school building or the major renovation of an existing school building unless the Academy consults on the plans of the construction or major renovation regarding school safety issues with the law enforcement agency that is or will be the first responder for that school building. School building includes either a building intended to be used to provide pupil instruction or a recreational or athletic structure or field used by pupils.

Section 11.32. Annual Expulsion Report and Website Report on Criminal Incidents. On an annual basis, the Academy Board shall do the following:

- (i) prepare and submit to the Superintendent, in a form and manner prescribed by the Superintendent, a report stating the number of pupils expelled from the Academy during the immediately preceding school year, with a brief description of the incident causing each expulsion;
- (ii) post on its website, in a form and manner prescribed by the Superintendent, a report on the incidents of crime occurring at schools operated by the Academy. Each school building shall collect and keep current on a weekly basis the information required for the website report, and must provide that information, within seven (7) days upon request; and
- (iii) make a copy of the report on the incidents of crime, disaggregated by school building, available to the parent or legal guardian of each pupil enrolled in the Academy.

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 Jackson College Board of Trustees:

President
Jackson College
2111 Emmons Rd
Jackson, Michigan 49201

If to Academy:

Academy Board President
Jackson Preparatory & Early College
2111 Emmons Rd
Jackson, Michigan 49201

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 College 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 College Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify and hold the College Board, the College 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 College, which arise out of or are in any manner connected with the College Board's receipt, consideration or approval of the Application, the College 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 College Board as an authorizing body under Part 6a of the Code, the College 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 College Board, the College 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 College 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 College.

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

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

Section 12.14. Term of Contract. This Contract shall commence on July 1, 2022, and shall remain in full force and effect for (ten) 10 years until June 30, 2032, unless sooner revoked or terminated according to the terms hereof.

Section 12.15. Survival of Provisions. The terms, provisions, and representations

contained in Section 11.2, Section 11.6, Section 12.7, and Section 12.10, and any other provision of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

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

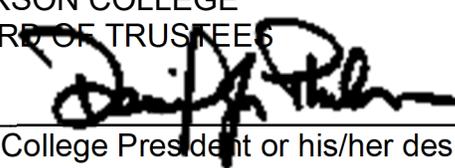
Section 12.17. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation, Part 6A of the Code, and Applicable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

Section 12.18. College Board General Policies on Public School Academies Shall Apply

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

As the designated representative of the Jackson College Board of Trustees, I hereby issue this Contract to the Academy on the date set forth above.

JACKSON COLLEGE
BOARD OF TRUSTEES

By:  _____
College 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.

ACADEMY

By: _____
Academy Board President

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CONTRACT SCHEDULE 1

ARTICLES OF INCORPORATION

Troubleshooting

Document List

New Search

Michigan Department of Licensing and Regulatory Affairs
Filing Endorsement

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

JACKSON PREPARATORY & EARLY COLLEGE

ID NUMBER: 71272X

*received by facsimile transmission on January 24, 2013 is hereby endorsed
Filed on January 25, 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 26TH day
of January, 2013.*

A handwritten signature in black ink, appearing to read "Schiffman", is written over the printed name of the Director.

Director

Bureau of Commercial Services

Print by Facsimile Transmission 13028

Troubleshooting	Document List	New Search
01/24/2013 10:21 249-642-2174	OFFICE SERVICES UNIT	MMW 02/06

MICHIGAN DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES			
File Record		(FOR BUREAU USE ONLY)	
Name	Joseph M. Utton, Inc.		
Address	131 N. Old Woodwind Avenue, Suite 200		
City	State	Zip Code	EFFECTIVE DATE
Dixingham	MI	49937	

Document will be returned to the name and address you enter above

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ARTICLES OF INCORPORATION
For Use by Domestic Nonprofit Corporations

OF

JACKSON PREPARATORY & EARLY COLLEGE

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 to 450.2109, and Part 6A of the Revised School Code (the "Code") as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is: Jackson Preparatory & Early College

The authorizing body for the corporation is: Jackson Community College Board of Trustees

ARTICLE II

The purpose or purposes for which the corporation is organized are:

- The corporation is organized for the purpose of operating as a public school corporation in the State of Michigan pursuant to Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.

01/24/2013 3:25PM (CMT-05:00)



2. The corporation, 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 corporation 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

The corporation is organized on a non-stock, directorship basis.

The value of assets which the corporation possesses is:

Real Property: None
 Net Real Property: None
 Personal Property: None

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

The address of the registered office is: 151 S. Old Woodward Avenue, Suite 200, Birmingham, MI 48009

The mailing address of the initial registered office is the same.

The name of the resident agent at the registered office is: Joseph B. Urban, Esq.

ARTICLE V

The name of the Incorporator is as follows:

Joseph B. Urban, Esq.
 Clark Hill, PLC
 151 S. Old Woodward Avenue, Suite 200
 Birmingham, MI 48009

01/24/2013 3:25PM (GMT-05:00)

**ARTICLE VI**

The corporation is a governmental entity.

ARTICLE VII

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in section 7 of Act No. 170 of the Public Acts of 1961, being section 601.1407 of the Michigan Compiled Laws.

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

The officers of the corporation shall be a President, Vice President, Secretary and a Treasurer, each of whom shall be a member of the Board of Directors and shall be selected by the Board of Directors. The Board of Directors may select one or more assistants to the Secretary or Treasurer, and may also appoint such other agents as it may deem necessary for the transaction of the business of the corporation.

ARTICLE XI

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its board, directors, officers or other private persons, or organization organized and operated for a profit (except that the corporation 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 corporation 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 corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the Community College Board for forwarding to the state school aid fund established under article IX, section 31 of the Constitution of the State of Michigan of 1963, as amended.

ARTICLE XII

These Articles of Incorporation shall not be amended except by the process provided in Article IX of the Terms and Conditions Incorporated as part of the Contract. This process is as follows:

01/24/2013 3:25PM (CNT-05:00)

Troubleshooting

Document List

New Search

01/24/2013

10:21

248-b42-21-1

OFFICE SERVICES UNIT

Print: 00/00

The corporation, by a majority vote of its Board of Directors, may, at any time, propose specific changes to these Articles of Incorporation or may propose a meeting to discuss potential revision of these Articles of Incorporation. The proposal will be made to the Community College Board through the Community College President or designee. The Community College Board delegates to the Community College President or designee the review and approval of changes or amendments to these Articles of Incorporation. In the event that a proposed change is not accepted by the Community College President or designee, the Community College Board may consider and vote upon a change proposed by the corporation following an opportunity for a presentation to the Community College Board by the corporation.

The Community College Board, or Community College President or designee, may, at any time, propose specific changes in these Articles of Incorporation or may propose a meeting to discuss potential revision of these Articles of Incorporation. The Community College Board delegates to the Community College President or designee the review and approval of changes or amendments to these Articles of Incorporation. The corporation's board may delegate to a Director of the corporation the review and negotiation of changes or amendments to these Articles of Incorporation. The Articles of Incorporation shall be amended as requested by the Community College Board or an authorized designee upon a majority vote of the corporation's Board.

Amendments to these Articles of Incorporation take effect only after they have been approved by the designated corporation's board of Directors or the corporation Board and by the Community College Board or the Community College President or designee.

ARTICLE XIII

The definitions set forth in the Terms and Conditions incorporated as part of the Contract shall have the same meaning in these Articles of Incorporation.

These Articles of Incorporation are hereby signed by the Incorporator on this 24th day of January, 2013. These Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless the Jackson Community College Board issues to the corporation a contract to operate as a public school academy, and the contract is executed by both the corporation and the Community College Board.

By: 
Joseph B. Urban, Incorporator

CONTRACT SCHEDULE 2

BYLAWS

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**BYLAWS OF
JACKSON PREPARATORY & EARLY COLLEGE**

ARTICLE I

NAME

This organization shall be called the Jackson Preparatory & Early College (the "Academy" or the "corporation").

ARTICLE II

FORM OF ACADEMY

The Academy is organized as a non-profit, non-stock, directorship corporation.

ARTICLE III

OFFICES

Section 1. Principal Office. The principal office of the Academy shall be located in the State of Michigan.

Section 2. Registered Office. The registered office of the Academy 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 Non-Profit Corporation Act. Changes in the resident agent and registered address of the Academy must be reported to the Michigan Department of Licensing and Regulatory Affairs and to the College Board or College President or designee.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. General Powers. The business, property and affairs of the Academy shall be managed by the Academy Board of Directors, also referred to as the Academy Board of Governors ("Academy Board"). The Academy Board may exercise any and all of the powers granted to it under the Michigan Non-Profit Corporation Act or pursuant to Part 6A of the Revised School Code ("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 Articles, these Bylaws, the Contract and Applicable Law.

Section 2. Method of Selection and Appointment. The Jackson College Board of Trustees ("Board") shall prescribe the method of appointment for members of an Academy's Board. The College Board's designee is authorized to develop and administer an academy board selection and appointment process that includes an *Application for Public School Academy Board Appointment* and is in accord with these policies:

- a. The College Board shall appoint the initial and subsequent Academy Board by resolution, except as prescribed by subparagraph d. The College President or designee shall recommend qualified individuals to the College Board.
- b. The academy board of directors, by resolution and majority vote, shall nominate its subsequent members, except as provided otherwise. The academy board of directors shall recommend to College President or designee at least one nominee for each vacancy. Nominees shall submit the *Application for Public School Academy Board Appointment* for review by the College President or designee. The College President or designee may or may not recommend the appointment of a nominee submitted by the academy board. If the College President or designee does not recommend the appointment of a nominee submitted by the academy board, he/she may select and recommend another nominee or may request the academy board submit a new nominee for consideration.
- c. An individual appointed to fill a vacancy created other than by the expiration of a term shall be appointed for the unexpired term of that vacant position.
- d. Under exigent conditions, and with the approval of the College Board's chair, the College President or designee may appoint a qualified individual to an academy's board of directors. All appointments made under this provision must be presented to the College Board for final determination at its next regularly scheduled meeting. The College Board reserves the right to review, rescind, modify, ratify, or approve any appointments made under this provision

Section 3. Length of Term. The Director of an Academy Board shall serve at the pleasure of the College Board. Subsequent appointments shall be for a term of office not to exceed three (3) years, and no director shall serve for more than three terms.

Section 4. Number of Director Positions. The number of director positions on the Academy Board shall not be less than five (5) nor more than nine (9). If the Academy Board fails to maintain its full membership by making appropriate and timely nominations, College Board or College President or designee may deem that failure an exigent condition.

Section 5. Qualifications of Academy Board Members. To be qualified to serve on an Academy's Board, a person shall, among other things: (a) be a citizen of the United States; (b) be a resident of the State of Michigan; (c) submit all materials requested by the College Board or College President or designee including, but not limited to, the *Application for Public School Academy Board Appointment* which must include authorization to process a criminal background check; and (d) annually submit a conflict of interest disclosure as prescribed by College Board or College President or designee.

The members of an Academy Board shall not include (a) employees of the academy; (b) any director, officer, or employee of a service provider or management company that contracts with the Academy; (c) a Jackson College official or employee, serving in an acting role as a representative of Jackson College.

Section 6. Oath of Public Office. All members of the Academy Board must take the constitutional oath of office and sign the *Oath of Public Office* before beginning their service. The *Oath of Public Office* shall be filed with College Board or College President or designee.

Section 7. Tenure. Each Director shall hold office for no more than three terms of three years, or until the Director's replacement, death, resignation, removal, whichever occurs first.

Section 8. Removal and Suspension. If the College Board or College President determines that an academy board member's service in office is no longer necessary, then the College Board 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 also be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

With the approval of the College Board's chair, College President or designee may suspend an academy board member's service, if in his/her judgment the person's continued presence would constitute a risk to persons or property, or would seriously impair the operation of the Academy. Any suspension made under this provision must be presented to the College Board for final determination at its next regularly scheduled meeting. The College Board reserves the right to review, rescind, modify, ratify, or approve any suspensions made under this provision.

Section 9. Resignation. Any Director may resign at any time by providing written notice to the corporation or by communicating such intention (orally or in writing) to College Board or its designee. Notice of resignation will be effective upon receipt or at a subsequent time if designated in a written notice. A successor shall be appointed as provided in Section 2 of this Article.

Section 10. Board Vacancies. A Board of Director vacancy shall occur because of death, resignation, removal, failure to maintain residency in the State of Michigan, disqualification or as otherwise specified in the Code. Any vacancy shall be filled as provided in Section 2 of this Article.

Section 11. Compensation. A Director of the Academy shall serve as a volunteer Director. By resolution of the Board, the Directors may be reimbursed for their reasonable expenses incident to their duties.

ARTICLE V

MEETINGS

Section 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 2. Special Meetings. Special meetings of the Academy Board may be called by or at the request of any Director. 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 principal business office of the corporation in the State of Michigan. The corporation shall provide notice of all special meetings as required by the Open Meetings Act.

Section 3. Notice; Waiver. The Academy Board must comply with the notice provisions of the Open Meetings Act. In addition, notice of any meeting shall be given to each Director stating the time and place of the meeting, delivered personally, mailed, sent by facsimile or electronic mail to the Director's business address. Any Director may waive notice of any meeting by written statement, facsimile or electronic mail sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 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:

<u># of Academy Board Positions</u>	<u># Required for Quorum</u>
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

Section 5. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Academy Board. No member of the Board of Directors may vote by proxy, by way of a telephone conference or any other electronic means of communication.

Section 6. Open Meetings Act. All meetings of the Academy Board, shall at all times be in compliance with the Open Meetings Act.

Section 7. Presumption of Assent. A Director of the Academy Board 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 that Director's dissent shall be entered in the minutes of the meeting or unless that Director 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 Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE VI

COMMITTEES

Section 1. Committees. The Academy Board, by resolution, may designate one or more committees. Each committee is to consist of one or more Directors 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 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 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 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 interests of the corporation would be served thereby.

Section 4. Vacancies. A vacancy in any office shall be filled by appointment by the Academy Board for the unexpired portion of the term.

Section 5. President. The President (Chair) of the Academy shall be a member of the Academy Board. The President of the corporation shall preside at all meetings of the Academy Board. If there is not a 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, 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 6. Vice President. The Vice President (Vice Chair) 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. 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 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 Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or the Academy

Board.

Section 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 corporation; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the corporation 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 to the corporation 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 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 member of the Academy Board 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 10. Salaries. Officers of the Board, as Directors of the corporation, 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 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 corporation 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 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 corporation. 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 and on behalf of the corporation, without specifying the executing officers, the President or Vice President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto. No contract entered into, by or on behalf of the Academy Board, shall in any way bind Jackson College or impose any liability on Jackson College, its trustees, officers, employees or agents.

Section 2. Loans. No loans shall be contracted on behalf of the Academy and no evidences of indebtedness shall be issued in its name unless authorized by a prior resolution of the Academy Board. Such authority shall be confined to specific instances. No loan, advance, overdraft or withdrawal by an officer or Director of the corporation, shall be made or permitted unless approved by the Academy Board. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Jackson College or impose any liability on Jackson College, its trustees, officers, employees or agents.

Section 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 of the corporation and in such manner as shall from time to time be determined by resolution of the Academy Board.

Section 4. Deposits. All funds of the Academy shall be deposited from time to time to the credit of the corporation 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 1221 of the Revised School Code, being Section 380.1221 of the Michigan Compiled Laws.

Section 5. Voting of Gifted, Bequeathed or Transferred Securities Owned by this Corporation. 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 this corporation may be voted at any meeting of security holders of such other corporation by the President of this corporation 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 this corporation or 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 this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation 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 corporation 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 corporation.

Section 6. Contracts Between Corporation and Related Persons. As required by Applicable Law, any Director, 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.

The College Board authorizes the Academy Board to employ or contract for personnel according to the position information outlined in Schedule 5. However, the Academy Board shall prohibit any individual from being employed by the Academy, an educational service provider 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. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the College for any purpose. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages, benefits, and applicable taxes; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. The Academy Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees. The Academy Board may contract with an educational service provider or an employee leasing company to provide services or to provide personnel to perform services or work at the Academy. Before entering into an agreement with an educational service provider or an employee leasing company to perform services or to provide personnel to perform services or work at the Academy, the Academy Board must first comply with the Educational Service Provider Policies issued by the College Board. A copy of the agreement between the Academy Board and the educational service provider or employee leasing company shall be included as part of Schedule 5.

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. 371 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. The following shall be deemed prohibited conflicts of interest:

- (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 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 a member of the governing board of another public school; and
- (e) An individual simultaneously serving as an Academy Board member and a College official, employee, or paid consultant, as a representative of the College.

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:

- (a) Employed by the Academy;
- (b) Works at or is assigned to the Academy;
- (c) Has an ownership, officer, policymaking, managerial, administrative non-clerical or other significant role with the Academy's educational service provider or employee leasing company.

ARTICLE IX

INDEMNIFICATION

To the extent permitted by Applicable Law, each person who is or was a Director, officer or member of a committee of the Academy and each person who serves or has served at the request of the Academy as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, may be indemnified by the Academy. The corporation 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 corporation would have power to indemnify such person against such liability under the preceding sentence. The corporation may, to the extent authorized from time to time by the Academy Board, grant rights to indemnification to any employee or agent of the corporation.

ARTICLE X

FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of July in each year.

ARTICLE XI

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Amended 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 College Board's designee. In the event that a proposed change is not accepted by College President or designee, the College Board may consider and vote upon a change proposed by the corporation following an opportunity for a written presentation to the College Board by the Academy Board. These Bylaws and any amendments to them take effect only after they have been approved by both the Academy Board and by College President or designee or the College Board.

ARTICLE XII

TERMS AND CONDITIONS DEFINITIONS

The definitions set forth in the Terms and Conditions incorporated as part of the Contract shall have the same meaning in these Bylaws.

CERTIFICATION

The Board certifies that these Bylaws are the Bylaws of a Michigan corporation.

The Board further certifies that these Bylaws were provided to the Academy Board by the College Board and that a copy of the executed Bylaws is being presented to the College President or designee for approval.

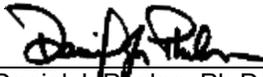


Jonathan Williams, Academy Board President
Jackson Preparatory & Early College

7/11/2022

Date

APPROVED BY:



Daniel J. Phelan, Ph.D., President
Jackson College

7/11/2022

Date

CONTRACT SCHEDULE 3

FISCAL AGENT AGREEMENT

**SCHEDULE 3
FISCAL AGENT AGREEMENT**

This Agreement is part of the Contract issued by the Jackson College Board of Trustees ("College Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to the Jackson Preparatory & Early College ("Academy"), a public school academy.

Preliminary Recitals

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

WHEREAS, the College 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:

"Academy Account" means an account established by the Academy Board 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 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 College Board or an officer or employee of Jackson College as designated by the College Board.

"Other Funds" means any other public or private funds which the Academy receives and for which the College 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 public school academies for State School Aid Payments pursuant to the State School Aid Act of 1979, as amended.

ARTICLE II

FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The College Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the College Board and the Academy may also agree that the College 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 Article X of the Terms and Conditions and in the Oversight Agreement, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within ten {10} 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, account for 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 (i) authorizes a direct intercept of a portion of its State School Aid Payments from the State to a third party account for the payment of Academy debts and liabilities; or (ii) assigns or 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, then Academy shall submit to the College Board for review and consideration: (i) a copy of the Academy Board's resolution authorizing the direct intercept or the assignment or direction of State School Aid Payments; (ii) a State School Aid Payment Agreement and Direction document that is in a form and content acceptable to the Fiscal Agent; and (iii) other documents as required . The College Board reserves the right to not acknowledge in writing any State School Aid Payment Agreement and Direction that is not in a form and content acceptable to the Fiscal Agent.

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. Academy Account. The Academy is authorized to establish an Account in the name of the Academy. Signatories to the Account shall be current Academy Board members and properly designated Academy Board employees, if applicable. The Academy Board is authorized to approve withdrawals and transfers from any Account established in the name of the Academy. Any authorization approved by the Academy Board for automatic withdrawals or transfers from an Academy Account may only be terminated or amended by the Academy Board.

Section 4.03. 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 4.04. 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 4.05. 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.

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. Annually, the Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, a written report dated as of August 31. This report shall summarize 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 College 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 on 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 Jackson College Board of Trustees to the Jackson Preparatory & Early College.

BY: _____

Bureau of State and Authority Finance
Michigan Department of Treasury

Date:

CONTRACT SCHEDULE 4

OVERSIGHT, COMPLIANCE, AND REPORTING AGREEMENT

**SCHEDULE 4
OVERSIGHT, COMPLIANCE AND REPORTING
AGREEMENT**

This Agreement is part of the Contract issued by the Jackson College Board of Trustees ("College Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to the Jackson Preparatory & Early College ("Academy"), a public school academy.

Preliminary Recitals

WHEREAS, the College Board, subject to the leadership and general supervision of the State Board of Education over all public education, is responsible for overseeing the Academy's compliance with the Contract and all Applicable Law.

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:

"Agreement" means this Oversight, Compliance and Reporting Agreement.

"Oversight Responsibilities" means the College Board's oversight responsibilities set forth in Section 2.01 of this Agreement.

"Compliance and Reporting Duties" means the Academy's duties set forth in Section 2.02 of this Agreement.

"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.

ARTICLE II

**OVERSIGHT, COMPLIANCE AND REPORTING
RESPONSIBILITIES**

Section 2.01. Oversight Responsibilities. The College Board or its designee, may undertake the following:

- a. Monitor and evaluate if the Academy Board is properly governing the Academy and following the Bylaws set forth in the Contract.

- b. Monitor and evaluate the Academy's academic performance and progress toward achieving the educational goals and related measures set forth in Contract Schedule 7b.
- c. Monitor and evaluate the Academy's implementation, delivery, and support of the educational program and curriculum as set forth in Contract Schedules 7c and 7d, respectively.
- d. Monitor and evaluate the Academy's application and enrollment procedures as set forth in Contract Schedule 7f.
- e. Monitor and evaluate the Academy's organizational and financial viability.
- f. Monitor and evaluate the Academy's fiscal stewardship and use of public resources.
- g. Monitor and evaluate the records, internal controls and operations of the Academy.
- h. Monitor and evaluate if the Academy is staffed with qualified personnel, bearing appropriate certifications, and that appropriate background checks have been conducted.
- i. Monitor and evaluate if the Academy is providing a safe learning environment.
- j. Request evidence that the Academy has obtained the necessary permits and certificates to operate as a public school from the applicable governmental agencies, including, without limitation, the Michigan Department of Licensing and Regulatory Affairs' Bureau of Construction Codes and local health departments.
- k. Conduct comprehensive on-site reviews to assess and/or evaluate the Academy's performance.
- l. Monitor and evaluate if the Academy is demonstrating good faith in complying with the Contract, the Revised School Code, and all other Applicable Law.
- m. Request periodic reports from the Academy regarding any aspect of its operation.
- n. Initiate action to amend, revoke, reconstitute, terminate or suspend the Contract.
- o. Provide appropriate information and support to the Academy consistent with the Contract and this Oversight, Compliance and Reporting Agreement.

Section 2.02. Compliance and Reporting Duties. The Academy agrees to fulfill the following Compliance and Reporting Duties:

- a. Adopt and properly maintain governing board policies that comply with the requirements of Applicable Law.

- b. Comply with the reporting and document submission requirements set forth in the Annual Calendar of Reporting Requirements issued annually by the College Board or its designee.
- c. Comply with any Academy specific reporting and document submission requirements established by the College Board or its designee.
- d. Comply with the insurance requirements set forth in Article XI, Section 11.2 of the Terms and Conditions of the Contract.
- e. Report any litigation or formal proceedings to the College Board or its designee, including, but not limited to, litigation initiated by or against the Academy alleging violation of any Applicable Law. If the College is a named party, notify the general counsel for the College Board as set forth in Article XII, Section 12.1 of the Terms and Conditions.
- f. The Academy shall not occupy or use any school facility set forth in Schedule 6 of the Contract until such facility has received all fire, health and safety approvals required by Applicable Law and has been approved for occupancy by the Michigan Department of Licensing and Regulatory Affairs' Bureau of Construction Codes.
- g. Permit the College Board or its designee to inspect the records, internal controls, operations or premises of the Academy at any reasonable time.
- h. Authorize the College Board or its designee to perform audit and evaluation studies using Academy data including, but not limited to, personally identifiable information about the Academy's students and staff submitted by the Academy to agencies including, but not limited to, Center for Educational Performance and Information ("CEPI"), Office of Educational Assessment and Accountability ("OEAA") and the Michigan Department of Education ("MDE"). Pursuant to this authorization, the College Board or its designee shall abide by the regulations that govern the use of student data within the Family Educational Rights and Privacy Act (FERPA - 34 CFR Part 99), the Michigan Identity Theft Protection Act of 2004, and the Privacy Act of 1974.
- i. Upon request, the Academy Board shall provide the College Board or its designee with a written report, along with supporting data, assessing the Academy's progress toward achieving the educational goal and related measures outlined in Contract Schedule 7b.
- j. Upon request, provide the College Board or its designee with copies or view access to data, documents or information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, the State Board of Education, CEPI, or any other state or federal agency.

Section 2.03. Waiver of Compliance and Reporting Duties. The College Board or its designee may modify or waive any of the Academy's Compliance and Reporting Duties.

ARTICLE III

RECORDS AND REPORTS

Section 3.01. Records. The Academy will keep complete and accurate records and reports of its governance and operations. These records and reports shall be available for inspection by the College Board or its designee at reasonable hours and under reasonable conditions.

ARTICLE IV

MISCELLANEOUS

Section 4.01. Administrative Fee. The Academy agrees to pay to the College Board an administrative fee of 3% of the Academy's State School Aid Payments. This fee shall be retained by the College Board from each State School Aid Payment received for forwarding to the Academy. This fee shall compensate the College Board for overseeing the Academy's compliance with the Contract and all Applicable Law and other related activities for which compensation is permissible. By agreement with the Academy, the College may charge additional fees beyond the administrative fees for services rendered.

Section 4.02. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Academy and the College Board by this Agreement.

CONTRACT SCHEDULE 5

STAFF RESPONSIBILITIES

JACKSON PREPARATORY &
EARLY COLLEGE
STAFF RESPONSIBILITIES
TABLE OF CONTENTS

Position	Page
President	
Guidance Counselor	
Teacher	
Administrative Assistant	
Chief Financial Officer	
Dean of Students	
Principal	
Provost and Vice President	
Custodian	
Attendance Secretary	
Chief Operational Officer	
Instructional Coach	
Math and Literacy Intervention Specialist	

**JACKSON PREPARATORY
&
EARLY COLLEGE**

STAFF RESPONSIBILITIES

Position:	President
Reporting Relationship:	Board of Governors/ AccessPoint
Employment Type:	Professional/At-Will/Exempt
Name of Employer:	AccessPoint
Length of Assignment:	12 Months
Criminal Background Check Requirement:	Yes

Essential Functions:

- Responsible for the leadership of the Academy
- Oversee academic program of JPEC, ensuring successful achievement of JPEC's mission, objectives and educational goals
- Manage State and Federal grants
- Work collaboratively with the JPEC Executive and Leadership Teams to make decisions informed by multiple perspectives
- Provide leadership in developing, implementing, monitoring, evaluating JPEC's plan of action within a continuous improvement process
- Regular reporting to the Board of Governors
- Manage the district buildings in support of safety and learning
- Maintain a positive and collaborative relationship with the authorizer in pursuit of shared educational goals
- Establish short-term and long-term goals and strategies in alignment with mission and vision of the Academy
- Recruit and hire staff
- Responsible for leading, developing and maintaining a curriculum with high standards in compliance with state and federal laws
- Develop a positive school climate and culture that promotes appropriate discipline of students, rapport with teachers, and support of parents in preparing students for college work and life
- Manage sound fiscal policies, including developing, recommending and implementing budgets that support JPEC's various programs
- Implement policies and procedures established by the Board of Governors
- Ensure compliance across all operational areas
- Secure and sustain parent community involvement
- Articulate school vision and brand for recruitment
- Act as a liaison to various community programs
- Supervise Administrative Staff
- Perform other duties as assigned by JPEC on behalf of the Board of Governors
- Provide leadership around the development and improvement of the instructional programs
- Implement policies and procedures established by the Board of governors and ensure full reporting compliance across operational areas

SUPERVISORY RESPONSIBILITIES:

Supervise, train and evaluate Deans of Instruction for Preparatory and Early College levels, Counselor(s) and Administrative staff.

CONTACTS AND PURPOSE OF CONTACTS:

Internal: Coordinate and communicate with all areas of Jackson Preparatory & Early College and Jackson College including Provost, Instructional Deans, faculty, Institutional Research, Scheduling Office and Business Office.

External: Frequent contact with educational partners, prospective instructors, business and community

leaders, prospective parents and students.

EDUCATION AND EXPERIENCE REQUIREMENTS:

- Possess a M.A./M.S. in education and/or a valid Michigan Central Office or School Administrator Certificate
- Must have 5+ years administrative experience
- Extensive knowledge of curriculum and instruction
- Knowledgeable about educational research
- Knowledgeable about data, analysis and statistics
- Knowledge of developmentally appropriate practices at middle and high school level

PROFESSIONAL QUALITIES AND ABILITIES:

- Possesses a positive attitude; able to see good in self and others
- Shows flexibility including the acceptance of and willingness to change; see change as an opportunity for growth
- Seeks improvement over time by taking risks and trying new things
- Knows and acknowledges personal limits
- Displays self-discipline and strong work ethic
- Accepts responsibility for professional and personal growth
- Demonstrates commitment to be a productive/supportive member of the JPEC community
- Successfully organizes, executes and follows up on projects; sets specific objectives and measures to achieve results
- Accepts criticism gracefully and uses it as an opportunity for growth
- Handles conflict effectively.
- Inspires others; sets an example of professionalism both within JPEC and the community
- Serves as a role model of good written and oral communication skills and good time management skills
- Leads and/or follows as circumstances require

Americans with Disabilities Act (ADA) compliance section

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

LANGUAGE SKILLS:

Able to analyze, read, and interpret the most complex documents. Have the ability to respond effectively to the most sensitive inquiries or complaints. Have the ability to write speeches and articles using original or innovative techniques or style. Have the ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or Boards of Governor's.

MATHEMATICAL SKILLS:

Have the ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Have the ability to apply concepts of basic algebra and geometry.

REASONING ABILITY:

Have the ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems. Have the ability to deal with nonverbal symbolism (formulas, scientific equations, graphs, musical notes, etc.,) in its most difficult phases. Have the ability to deal with a variety of abstract and concrete variables.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to sit and use hands to finger, handle, or feel. The employee is required to stand and walk, reach with hands and arms. The employee must occasionally lift and/or move up to 50 pounds.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is exposed to outdoor weather conditions while traveling between buildings on campus. The noise level in the work environment is usually moderate.

Title: Guidance Counselor
Reports To: JPEC President
Employment Type: Administration/At-Will/Exempt
Length of Assignment: 12 Months
Scope of Position: *Provides student support for college preparation and character education*

Overview and Scope of Position:

Essential Functions:

- Develop and Manage a Comprehensive School Counseling Program
- Provide Preventative and Responsive Student Services
- Personalize Student Planning
- Support District and School Systems

Core Responsibilities:

Development and Management

- Uses data to develop and inform the school counseling program and evaluates the program's impact on the school's instructional goals.
- Collaborates on the development and management of the comprehensive school counseling program with school administrators, instructional leaders, or district leadership team
- Communicates and shares the goals of the comprehensive school counseling program to stakeholders including students, families and community partners.
- Develops and maintains a written plan for effective delivery of the school counseling programs based on JPEC annual student achievement goals and aligned with the American School Counseling Association (ASCA) National Standards for School Counseling Programs.
- Balances time appropriately between providing direct services to students through preventive and responsive services, including individual student planning, and development and management, system support and accountability.
- Collaborates with district leadership team and school leaders in the development of handbooks and applicable programming specifically related to drug and alcohol prevention.

Preventative and Responsive Services

- Designs, implements and assesses the guidance curriculum.
- Utilizes responsive counseling, initiating individual and group sessions for students' academic, social and personal concerns.
- Consults with families and staff to appraise student needs and interests, and to discuss appropriate recommendations for educational options.
- Plans, coordinates and provides the classroom guidance sessions to meet the identified guidance and counseling competencies in the areas of academic achievement, career and educational development, and personal and social development to assist students in developing decision-making skills and identifying life goals.
- Assesses student needs and makes referrals to appropriate school resource personnel, social agencies, community agencies and alternative programs.
- Intervenes during crisis situations and participates on school crisis team.

- Collaborate with Dean of Students to mediate conflict between students and between students and faculty.

Individual Student Planning

- Prepares students for the transition to the next level: high school and post high school activities/options.
- Plans and coordinates programs such as career and high school fairs, test skills preparation, improved/perfect attendance celebrations and other extensions of the counseling program to support students' knowledge of post-secondary options.
- Assist students in navigating their academic, workplace and community experiences, through the use of individual student planning which includes Educational Development Plans (EDPs), pathways of study, student interviews, and other planning tools.
- Collaborates with parents/guardians and educators to assist students with educational and career planning. Participates in school management teams in order to advocate for students needs and provide guidance for school staff.

System Support

- Guides, coordinates and supports other school staff in implementing school wide advisory programs.
- Uses responsive counseling strategies to establish relationships and collaborate with educators, students, families, and community partners which reflect recognition of and respect for each individual, and promotes an understanding and appreciation of diverse populations and cultures.
- Assists families and Dean of Students in obtaining services for their children through an appropriate referral and follow-up process.
- Serves as liaison between the social services agencies.
- Assists teachers in understanding their students, including providing and interpreting student data.
- Provides in-service training on topics related to the school counseling program and supporting student achievement.

Accountability:

- Conducts at minimum a yearly program audit to review the extent and quality of program implementation.
 - Prepares and submits a variety of requested reports and data, to ensure fulfillment of established program requirements.
 - Uses all available data, including academic grades, discipline referrals and attendance data, to identify students in need and to deliver services.
 - Interprets tests, student data and other assessment results appropriately within the counseling environment for the purpose of developing and implementing academic plans for individual students aligned to district Multi-Tiered System of Support (MTSS).
-

SUPERVISORY RESPONSIBILITIES

Supervise, train and evaluate student employees as needed.

CONTACTS AND PURPOSE OF CONTACTS

Internal: Coordinate and communicate with all areas of Jackson Preparatory and Early College and Jackson College, including Provost, Instructional Deans, Success Navigator, faculty, Institutional Research, Scheduling Office and Business Office.

External: Frequent contact with educational partners, prospective instructors, business and community leaders, prospective parents and students.

EDUCATION AND EXPERIENCE REQUIREMENTS

Must have a Michigan professional counseling certification with school endorsement

Must have a satisfactory background check

Demonstrated successful management and/or leadership through:

- Excellent communication skills
- Excellent supervisory skills
- Excellent organizational skills
- High integrity and demonstrated good moral character and initiative
- A conceptual understanding of human growth and development
- Skill and sensitivity in working with all members of the school community

PROFESSIONAL QUALITIES AND ABILITIES

Possesses a positive attitude; able to see good in self and others

Shows flexibility including the acceptance of and willingness to change; sees change as an opportunity for growth

Seeks improvement over time by taking risks and trying new things

Knows and acknowledges personal limits

Displays self-discipline and a strong work ethic

Accepts responsibility for professional and personal growth

Demonstrates commitment to be a productive/supportive member of the JPEC community

Successfully organizes, executes and follows up on projects; sets specific objectives and measures to achieve results

Accepts criticism gracefully and uses it as an opportunity for growth

Handles conflict effectively

Inspires others; sets an example of professionalism both within JPEC and the community

Serves as a role model of good written and oral communication skills and good time management skills

Leads and/or follows as circumstances require

Americans with Disabilities Act (ADA) compliance section

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

LANGUAGE SKILLS

Ability to read, analyze, and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or boards of directors.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

REASONING ABILITY

Ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems. Ability to deal with nonverbal symbolism (formulas, scientific equations, graphs, musical notes, etc.,) in its most difficult phases. Ability to deal with a variety of abstract and concrete variables.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to sit and use hands to finger, handle, or feel. The employee is occasionally required to stand and walk, reach with hands and arms. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to outdoor weather conditions while traveling between buildings on campus. The noise level in the work environment is usually moderate.

**JACKSON PREPARATORY
&
EARLY COLLEGE**

STAFF RESPONSIBILITIES

Position:	Teacher
Reporting Relationship:	Dean of Students/Provost/ AccessPoint
Employment Type:	Professional/At-Will/Exempt
Name of Employer:	AccessPoint
Length of Assignment:	12 Months
Criminal Background Check Requirement:	Yes

Essential Functions:

- Responsible for knowing and implementing the curriculum adopted by JPEC
- Responsible for an instructional program and the utilization of teaching methods which consider the individual needs, interests, abilities, and maturity levels of the students
- Responsible for the application and use of formative and summative assessments as required by federal, state, and JPEC guidelines and regulations
- Responsible for establishing positive relationships with students
- Responsible for establishing positive and proactive relationships with parents and families.
- Demonstrates professional conduct and practices, and demonstrates responsibility for the supervision of students at all times
- Designs individual and flexible learning plans for students
- Responsible for academic advising and coaching
- May be assigned as a department head
- Perform other duties as assigned.

SUPERVISORY RESPONSIBILITIES:

None

CONTACTS AND PURPOSE OF CONTACTS:

Internal: Coordinate and communicate with all areas of Jackson Preparatory & Early College and Jackson College including Provost, Instructional Deans, faculty, Institutional Research, Scheduling Office and Business Office.

External: Frequent contact with educational partners, prospective instructors, business and community leaders, prospective parents and students.

EDUCATION AND EXPERIENCE REQUIREMENTS:

- Must have a Bachelor's Degree
- Must have a valid Michigan Teaching Certificate with a proper endorsement in specified subjects
- Must have a satisfactory background

PROFESSIONAL QUALITIES AND ABILITIES:

- Possesses a positive attitude; able to see good in self and others
- Shows flexibility including the acceptance of and willingness to change; see change as an opportunity for growth
- Seeks improvement over time by taking risks and trying new things
- Knows and acknowledges personal limits
- Displays self-discipline and strong work ethic
- Accepts responsibility for professional and personal growth
- Demonstrates commitment to be a productive/supportive member of the JPEC community
- Successfully organizes, executes and follows up on projects; sets specific objectives and measures to achieve results
- Accepts criticism gracefully and uses it as an opportunity for growth
- Handles conflict effectively.
- Inspires others; sets an example of professionalism both within JPEC and the community

- Serves as a role model of good written and oral communication skills and good time management skills
- Leads and/or follows as circumstances require

Americans with Disabilities Act (ADA) compliance section

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

LANGUAGE SKILLS:

Able to analyze, read, and interpret the most complex documents. Have the ability to respond effectively to the most sensitive inquiries or complaints. Have the ability to write speeches and articles using original or innovative techniques or style. Have the ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or Boards of Governor's.

MATHEMATICAL SKILLS:

Have the ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Have the ability to apply concepts of basic algebra and geometry.

REASONING ABILITY:

Have the ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems. Have the ability to deal with nonverbal symbolism (formulas, scientific equations, graphs, musical notes, etc.) in its most difficult phases. Have the ability to deal with a variety of abstract and concrete variables.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to sit and use hands to finger, handle, or feel. The employee is required to stand and walk, reach with hands and arms. The employee must occasionally lift and/or move up to 50 pounds.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is exposed to outdoor weather conditions. The noise level in the work environment is usually moderate.

**JACKSON PREPARATORY
&
EARLY COLLEGE**

STAFF RESPONSIBILITIES

Title: Executive Assistant
Reports to: JPEC President/COO/Access Point
Employment Type: Administration/At-Will/Exempt
Length of Assignment: 12 Months
Scope of Position: Provides administrative support for the President/Executive Team and is responsible for office duties.
Criminal Background Check Requirement: Yes

Title: Executive Assistant
Reports To: JPEC President/COO

Scope of Position:
Provides administrative support for the President/Executive Team and is responsible for office duties.

Essential Functions:

- Front Desk responsibilities
- Assist with PowerSchool and other district programs
- Executive Assistant to the President
- Responsible for Parent/Student/Staff communication when necessary
- Drafting/editing correspondence, creating reports, etc.
- Responsible for student enrollment procedures. Including scheduling, tours, paperwork, and necessary communication/follow up.
- Assist in the maintenance and organization of school district/Board of Education Policies
- Obtain, gather, and organize pertinent data as needed.
- Transportation/bussing liaison
- Responsible for student attendance
- Assist with student behavior supervision
- Responsible for Social Media Oversight
- Responsible for communicating necessary information when asked.
- Responsible for the intake and administration of students' medication(s)
- Assists school President and Deans as needed
- Supervises/trains/evaluates student employees as needed
- Receives student visitors and callers
- Technology liaison
- Maintains school records; i.e. student files, schedule 8 for Charter Agreement, PowerSchool notes, and anything that is asked.

SUPERVISORY RESPONSIBILITIES:

None

CONTACTS AND PURPOSE OF CONTACTS

Internal: Coordinate and communicate with all areas of Jackson Preparatory & Early College, JPEC Board Members, Jackson College personnel including Provost, Instructional Deans, and faculty, Institutional Research, Scheduling Office and Business Office.

External: Frequent contact with educational partners, prospective instructors, business and community leaders, prospective parents and students, and guests.

EDUCATION AND EXPERIENCE REQUIREMENTS

High school diploma

Must have 5+ years previous administrative experience

Must have a satisfactory background check

PROFESSIONAL QUALITIES AND ABILITIES

Possesses a positive attitude; able to see good in self and others

Shows flexibility including the acceptance of and willingness to change; sees change as an opportunity for growth

Seeks improvement over time by taking risks and trying new things

Knows and acknowledges personal limits

Displays self-discipline and a strong work ethic

Accepts responsibility for professional and personal growth

Demonstrates commitment to be a productive/supportive member of the JPEC community

Successfully organizes, executes and follows up on projects; sets specific objectives and measures to achieve results

Accepts criticism gracefully and uses it as an opportunity for growth

Demonstrates strong organization skills

Proactively anticipates the needs of the President as well as the larger JPEC community with the ability to plan day-to-day activities while also to the month ahead

Handles conflict effectively

Inspires others; sets an example of professionalism both within JPEC and the community

Serves as a role model of good written and oral communication skills and good time management skills

Leads and/or follows as circumstances require

Americans with Disabilities Act (ADA) compliance section

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

LANGUAGE SKILLS

Ability to read, analyze, and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or boards of directors.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

REASONING ABILITY

Ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems. Ability to deal with nonverbal symbolism (formulas, scientific equations, graphs, musical notes, etc.,) in its most difficult phases. Ability to deal with a variety of abstract and concrete variables.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to sit and use hands to finger, handle, or feel. The employee is occasionally required to stand and walk, reach with hands and arms. The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to outdoor weather conditions while traveling between buildings on campus. The noise level in the work environment is usually moderate.

Title: Chief Financial Officer / Chief Information Officer
Reports To: JPEC President/ AccessPoint
Employment Type: Administration/At-Will/Exempt
Length of Assignment: 12 Months
Scope of Position: Oversees the district's financial management and financial strategic planning

Overview and Scope of Position:

Essential Functions:

- Oversees District Finances and Accounting
- Provide Financial Leadership
- Support Human Resources and Staff Morale
- Oversee District and School Technology Information Systems

Core Responsibilities:

Finances and Accounting

- Manages and verifies financial information accurately
- Manages bookkeeping and reconciliation
- Balances various accounting policies and procedures
- Liaises with our board approved Employee Management Company on all payroll matters
- Designs and provides high quality and complex digital reports, spreadsheets, and presentations
- Facilitates financial reporting to all required agencies

Financial Leadership

- Leads and collaborates with team members to analyze and solve complex financial planning
- Develops institutional vision and financial strategic planning
- Develops and maintains written documentation on policies, processes, and procedures to include district staff development training
- Oversees month end and year end reporting, budget preparation, annual audit, and internal controls
- Liaise with our board approved insurance agency
- Facilitates leadership development of our school administration with school budgeting

Human Resources and Staff Morale

- Liaises with our board approved Employee Management Company and district staff regarding employment standing and salary and benefits
- Coordinates necessary action steps related to employee payroll, retirement, and status changes
- Facilitates the creation of district policies, procedures, and processes
- Collaborates with the Executive Team on the development and implementation of staff annual events
- Collaborates with the Chief Operational Officer on the development and implementation of district policies related to staff needs

Information System Support

- Manages internal district technology systems related to student and staff technology use and student information system tracking
- Manages the Academy's website development and maintenance
- Oversees the Academy's virtual network system and coordinate with necessary technology consultants

- Guides the Academy's Technology Team with project development and management
- Collaborate with district leadership on the development of a technology vision, mission, and strategic plan
- Completes additional duties as assigned by the President

Accountability:

- Designs coherent district and school financial plans that clearly place student learning at the center of instructional and operational expenditures
 - Creates efficient and consistent communication processes focused on district financial oversight for essential stakeholders
 - Prepares and submits a variety of requested reports and data, to ensure fulfillment of established responsibilities.
 - Manages time appropriate updates to district technology infrastructure with little to no disruption to operations, communication, and academics
 - Maintains effective and productive professional relationships with the district's Employee Management Company and Insurance Agency, creating efficient and barrier free transitions during change.
 - Allocates resources to district team development and staff morale
-

SUPERVISORY RESPONSIBILITIES

Supervise, train and evaluate student employees as needed.

CONTACTS AND PURPOSE OF CONTACTS

Internal: Coordinate and communicate with all areas of Jackson Preparatory and Early College and Jackson College, including Provost, Instructional Deans, Success Navigator, faculty, Institutional Research, Scheduling Office and Business Office.

External: Frequent contact with educational partners, prospective instructors, business and community leaders, prospective parents and students.

EDUCATION AND EXPERIENCE REQUIREMENTS

Must have a Michigan professional counseling certification with school endorsement

Must have a satisfactory background check

Demonstrated successful management and/or leadership through:

- Excellent communication skills
- Excellent supervisory skills
- Excellent organizational skills
- High integrity and demonstrated good moral character and initiative
- A conceptual understanding of human growth and development
- Skill and sensitivity in working with all members of the school community

PROFESSIONAL QUALITIES AND ABILITIES

Possesses a positive attitude; able to see good in self and others

Shows flexibility including the acceptance of and willingness to change; sees change as an opportunity for growth

Seeks improvement over time by taking risks and trying new things

Knows and acknowledges personal limits

Displays self-discipline and a strong work ethic

Accepts responsibility for professional and personal growth

Demonstrates commitment to be a productive/supportive member of the JPEC community

Successfully organizes, executes and follows up on projects; sets specific objectives and measures to achieve results
Accepts criticism gracefully and uses it as an opportunity for growth
Handles conflict effectively
Inspires others; sets an example of professionalism both within JPEC and the community
Serves as a role model of good written and oral communication skills and good time management skills
Leads and/or follows as circumstances require

Americans with Disabilities Act (ADA) compliance section

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

LANGUAGE SKILLS

Ability to read, analyze, and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or boards of directors.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

REASONING ABILITY

Ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems. Ability to deal with nonverbal symbolism (formulas, scientific equations, graphs, musical notes, etc.) in its most difficult phases. Ability to deal with a variety of abstract and concrete variables.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to sit and use hands to finger, handle, or feel. The employee is occasionally required to stand and walk, reach with hands and arms. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to outdoor weather conditions while traveling between buildings on campus. The noise level in the work environment is usually moderate.

Title: Dean of Students
Reports To: JPEC President/ AccessPoint
Employment Type: Administration/At-Will/Exempt
Length of Assignment: 12 Months
Scope of Position: *Work closely with school leaders, personnel, students, and families, to build and maintain a positive, safe, school climate.*

Overview and Scope of Position:

The Dean of Students functions as an advocate for students through conflict resolution, behavior intervention, mentoring, and support. This individual works closely with the College Prep Principal and Early College Provost, as well as district faculty, in addressing student concerns and using the district's restorative practices with the overall intent of ensuring students are supported and remain in classes.

Essential Functions:

- Supervise Student Supports and Accountability
- Facilitate District Behavioral Program
- Support District and School Systems

Core Responsibilities:

Supervise Student Supports and Accountability

- Provide leadership of behavior management and supervision of behavior contracts
- Facilitate the conflict resolution and restorative circles/practices
- Manage and uphold school behavioral expectations, including attendance and classroom expectations alignment with school-wide goals
- Confer with students, families, and faculty regarding student related policies
- Coordinate with Guidance Counselor and community organizations and resources in developing a network of student/family support services

Facilitate District Behavioral Program

- Manage the documentation of student behavior through the district student information system (SIS)
- Lead and/or assist in planning, developing, and implementation of student behavior plans
- Attend appropriate meetings regarding student growth and success (IEP and 504 case conferences, parent meetings, expulsion hearings, etc.) as necessary
- Assist in maintenance of the crisis management plan and school safety requirements
- Compile, analyze, and share student discipline data regularly, and use that data to make decisions
- Support with the development, implementation, and evaluation of policies and regulations pertaining to student life, especially those related to alcohol and drug usage, student conduct and student residences

System Support

- Guides, coordinates and supports other school staff in implementing school wide advisory programs.
- Assists families and Guidance Counselor in obtaining services for their children through an appropriate referral and follow-up process.
- Assists teachers in understanding their students, including providing and interpreting student data.
- Provide an efficient and clear communication system to coordinate student behavioral updates between district personnel, school leaders, and students/families
- Other duties as assigned by the JPEC President

Accountability:

- Implements and facilitates an efficient and consistent communication process regarding student behavior and behavior plans.
 - Prepares and submits a variety of requested reports and data, to ensure fulfillment of established program requirements.
 - Maintains complete documentation of student support and advocacy, and collaboration with families and district personnel.
 - Applies district policies and expectations consistently, and models positive student advocacy and relational development
-

SUPERVISORY RESPONSIBILITIES

Supervise, train and evaluate student employees as needed.

CONTACTS AND PURPOSE OF CONTACTS

Internal: Coordinate and communicate with all areas of Jackson Preparatory and Early College and Jackson College, including Provost, Instructional Deans, Success Navigator, faculty, Institutional Research, Scheduling Office and Business Office.

External: Frequent contact with educational partners, prospective instructors, business and community leaders, prospective parents and students.

EDUCATION AND EXPERIENCE REQUIREMENTS

Must have a Bachelor's degree (preference of degree in field related to management, leadership, coaching).

Must have a satisfactory background check

Demonstrated successful management and/or leadership through:

- Excellent communication skills
- Excellent supervisory skills
- Excellent organizational skills
- High integrity and demonstrated good moral character and initiative
- A conceptual understanding of human growth and development
- Skill and sensitivity in working with all members of the school community

PROFESSIONAL QUALITIES AND ABILITIES

Possesses a positive attitude; able to see good in self and others
Shows flexibility including the acceptance of and willingness to change; sees change as an opportunity for growth
Seeks improvement over time by taking risks and trying new things
Knows and acknowledges personal limits
Displays self-discipline and a strong work ethic
Accepts responsibility for professional and personal growth
Demonstrates commitment to be a productive/supportive member of the JPEC community
Successfully organizes, executes and follows up on projects; sets specific objectives and measures to achieve results
Accepts criticism gracefully and uses it as an opportunity for growth
Handles conflict effectively
Inspires others; sets an example of professionalism both within JPEC and the community
Serves as a role model of good written and oral communication skills and good time management skills
Leads and/or follows as circumstances require

Americans with Disabilities Act (ADA) compliance section

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

LANGUAGE SKILLS

Ability to read, analyze, and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or boards of directors.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

REASONING ABILITY

Ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems. Ability to deal with nonverbal symbolism (formulas, scientific equations, graphs, musical notes, etc.,) in its most difficult phases. Ability to deal with a variety of abstract and concrete variables.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to sit and use hands to finger, handle, or feel. The employee is occasionally required to stand and walk, reach with hands and arms. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to outdoor weather conditions while traveling between buildings on campus. The noise level in the work environment is usually moderate.

Title: Principal
Reports To: JPEC President/ AccessPoint
Employment Type: Administration/At-Will/Exempt
Length of Assignment: 12 Months
Scope of Position: *Responsible for management and oversight of the academic program and student services in the college preparatory grades.*

Overview and Scope of Position:

The Principal is the College Preparatory's Chief Academic and Student Affairs Officer and reports directly to the President/CEO. The Principal functions as the College Preparatory's head administrator and has broad and comprehensive responsibilities for the success of students and faculty in achieving their goals. Methods to accomplish these responsibilities include, but are not limited to, strategic academic planning and evaluation, facilitating the growth of academic and student affairs programs, developing academic policy and procedures, the fiscal management for the academic institution, and advocating for faculty and student rights and responsibilities. The Principal is expected to provide the academic and administrative leadership necessary in achieving a high standard of excellence in instruction, student services, and college and career readiness. He/she will foster collaboration with faculty, staff, students, parents, and external communities to promote student success through research, use of best practices, evaluation, continuous improvement, shared governance, and student success strategies. The Principal serves as a member of the President's Leadership Team

Essential Functions:

- Oversees the college preparatory educational mission, vision, and core values
- Oversees college preparatory continuous improvement
- Oversees college preparatory faculty instructional performance and professional development
- Leads the college preparatory student and faculty culture
- Manage the college preparatory's systems and communication strands

Core Responsibilities:

Mission, Vision, Core Values

- Designs school-wide educational mission focused on promoting academic success and well-being for each student.
- Develops and promotes a collaborative vision with school team members and the community.
- Articulates, advocates, and cultivates core values that define the school's culture identified as: student-centered education, high expectations, student support, equity, inclusiveness, social justice, openness, care, trust, and continuous improvement.
- Develops and evaluates staff actions to achieve the vision of the college preparatory.
- Evaluates the college preparatory's mission and vision and adjusts to changing expectations and opportunities for the school. Adapts to the changing needs and situations of students.
- Models and pursues the college preparatory's mission, vision, and values in all aspects of leadership.

Continuous Improvement

- Seeks to make school more effective for each student, teachers and staff, families, and the community, and methods of continuous improvement to achieve the vision and full mission of the school
- Prepares the school and community for improvement, instilling mutual commitment and accountability, and developing the knowledge, skills, and motivation to succeed with improvement.
- Engages faculty and staff in an ongoing process of evidence-based inquiry and situationally-appropriate strategies focused on learning, strategic goal setting, planning, transformational and incremental change, and evaluation for continuous school and classroom improvement.
- Assesses and develops the capacity of staff to determine the value and applicability of emerging educational trends and the findings of research for school improvement.
- Develop appropriate systems of data collection, management, analysis, and use, connecting the district office and external partners for support in planning, monitoring, feedback, and evaluation.
- Adopt a systems perspective and promote coherence among improvement efforts and all aspects of school organization, programs, and services, as well as manage uncertainty and risk, politics of change, with courage and perseverance, support, and transparent communication.
- Develop and promote distributed leadership among teachers and staff for inquiry, experimentation, and innovation for improvement.

Faculty Performance and Development

- Empowers and entrusts faculty and staff with collective responsibility for meeting academic, social, emotional, and physical needs, and developing an environment that promotes professional development and collaboration.
- Establishes and sustains a professional culture of engagement and commitment to a shared vision, set of goals, and objectives directed at holistic education, high expectations, ethical, and equitable practices, trust and open communication, collaboration, and collective efficacy.
- Develops and supports open, productive, caring, and trusting working relationships, and ensures mutual accountability among team members.
- Provides and facilitates distributive leadership opportunities for collaborative examination of practice, collegial feedback, and collective learning.
- Recruits and develops effective teachers and professional staff.
- Delivers actionable feedback and professional growth cycles

Student and Faculty Culture

- Acts ethically and professionally in personal conduct, relationships with others, decision making, stewardship of school resources, and all aspects of school leadership
- Models and promotes professional norms of integrity, fairness, transparency, trust, collaboration, perseverance, learning, and continuous improvement
- Protect and promote democratic values, autonomy, accountability, equity, social justice, community, and diversity; places students at the center of all school and educational decisions.
- Leads with interpersonal and communication skills, social-emotional insight, and understanding of all students' and staff's backgrounds and cultures.
- Provides moral direction for the school and promotes and expects ethical and professional behavior among faculty and staff.
- Ensures culturally responsive practices and processes are embedded within school culture
- Cultivates student and faculty engagement in positive relational development and facilitates coherent systems of support.

Curriculum, Instruction, and Assessment

- Implement coherent systems of curriculum, instruction, and assessment that promote the mission, vision, and core values of the district and college preparatory, embody high expectations for student learning, align with academic standards, and are culturally responsive.
- Vertically and horizontally align curriculum, instruction, and assessment to promote student academic success, love of learning, the identities and habits of learners, and a healthy sense of self.
- Ensure instructional practices are intellectually challenging, authentic to students, are differentiated, and developmentally appropriate.
- Promote the effective use of technology in the service of teaching and learning
- Employ valid assessments that are consistent with student learning and development, and are aligned with standards of measurement, both progress and benchmarks.
- Uses assessment data appropriately to monitor student progress and to improve instruction.

Systems and Communication Strands

- Fosters accessibility and openness through connecting with families
- Engages in consistent communication with families and community stakeholders.
- Implements and monitors operations and administrative systems that promote the mission and vision of the college preparatory.
- Manages school resources ethically and responsibly
- Develops and maintains data and communication systems
- Manages governance processes and internal/external politics focused on achieving the school's mission and vision.
- Assist President as needed

Accountability:

- Compiles an annual school improvement plan and performance report at minimum that is coherent and aligned to district outcomes
 - Creates efficient and consistent communication processes focused on transparency
 - Prepares and submits a variety of requested reports and data, to ensure fulfillment of established responsibilities.
 - Designs and maintains a curriculum aligned to the early college
 - Leads with compassion, understanding, and inspiration
 - Maintains a high level of organization and reliability
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SUPERVISORY RESPONSIBILITIES

Supervise college preparatory faculty and other assigned personnel by the President.

CONTACTS AND PURPOSE OF CONTACTS

Internal: Coordinate and communicate with all areas of Jackson Preparatory and College preparatory and Jackson College, including Provost, Instructional Deans, Success Navigator, faculty, Institutional Research, Scheduling Office and Business Office.

External: Frequent contact with educational partners, prospective instructors, business and community leaders, prospective parents and students.

EDUCATION AND EXPERIENCE REQUIREMENTS

Master's degree in education. Post-graduate degree or advanced training preferred

Must have five (5) years minimal of teaching experience

Must have a satisfactory background check

Demonstrated successful management and/or leadership through:

- Excellent communication skills
- Excellent supervisory skills
- Excellent organizational skills
- High integrity and demonstrated good moral character and initiative
- A conceptual understanding of human growth and development
- Skill and sensitivity in working with all members of the school community
- Commitment to community education and parent communications

Ability to engage in positive promotion and marketing that fosters school and community pride

Ability to encourage high levels of student and staff participation

Knowledge, ability and commitment to working with diverse populations

Such alternatives to the above qualifications as the JPEC President may find appropriate and acceptable.

Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.

PROFESSIONAL QUALITIES AND ABILITIES

Possesses a positive attitude; able to see good in self and others
Shows flexibility including the acceptance of and willingness to change; sees change as an opportunity for growth
Seeks improvement over time by taking risks and trying new things
Knows and acknowledges personal limits
Displays self-discipline and a strong work ethic
Accepts responsibility for professional and personal growth
Demonstrates commitment to be a productive/supportive member of the JPEC community
Successfully organizes, executes and follows up on projects; sets specific objectives and measures to achieve results
Accepts criticism gracefully and uses it as an opportunity for growth
Handles conflict effectively
Inspires others; sets an example of professionalism both within JPEC and the community
Serves as a role model of good written and oral communication skills and good time management skills
Leads and/or follows as circumstances require

Americans with Disabilities Act (ADA) compliance section

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

LANGUAGE SKILLS

Ability to read, analyze, and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or boards of directors.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

REASONING ABILITY

Ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems. Ability to deal with nonverbal symbolism (formulas, scientific equations, graphs, musical notes, etc.,) in its most difficult phases. Ability to deal with a variety of abstract and concrete variables.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to sit and use hands to finger, handle, or feel. The employee is occasionally required to stand and walk, reach with hands and arms. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to outdoor weather conditions while traveling between buildings on campus. The noise level in the work environment is usually moderate.

Title: Provost / Vice President
Reports To: JPEC President/ AccessPoint
Employment Type: Administration/At-Will/Exempt
Length of Assignment: 12 Months
Scope of Position: *Responsible for district academic and instructional leadership and operational management of the early college staff, faculty, and students.*

Overview and Scope of Position:

The Provost is the Early College's school leader, the district's academic and instructional leader, and reports directly to the President/CEO. He/she represents the President in his/her absence. The Provost functions as the district's head administrator and has broad and comprehensive responsibilities for the success of students and faculty in achieving their goals. Methods to accomplish these responsibilities include, but are not limited to, strategic academic planning and evaluation, facilitating the growth of academic and student affairs programs, developing academic policy and procedures, the fiscal management for the academic enterprise, and advocating for faculty and student rights and responsibilities. The Provost is expected to provide the academic and administrative leadership necessary in achieving a high standard of excellence in instruction, student services, and college and career readiness.

He/she will foster collaboration with faculty, staff, students, parents, and external communities to promote student success through research, use of best practices, evaluation, continuous improvement, shared governance, and student success strategies. The Provost serves as a member of the President's Leadership Team.

Essential Functions:

- Oversees the early college educational mission, vision, and core values
- Oversees early college continuous improvement
- Oversees early college faculty instructional performance and professional development
- Leads the early college student and faculty culture
- Supports the President and executive team with strategic planning with the district's curriculum, instruction, and assessment
- Manage the early college's systems and communication strands

Core Responsibilities:

Mission, Vision, Core Values

- Designs school-wide educational mission focused on promoting academic success and well-being for each student.
- Develops and promotes a collaborative vision with school team members and the community.
- Articulates, advocates, and cultivates core values that define the school's culture identified as: student-centered education, high expectations, student support, equity, inclusiveness, social justice, openness, care, trust, and continuous improvement.
- Develops and evaluates staff actions to achieve the vision of the early college.
- Evaluates the early college's mission and vision and adjusts to changing expectations and opportunities for the school. Adapts to the changing needs and situations of students.
- Models and pursues the early college's mission, vision, and values in all aspects of leadership.

Continuous Improvement

- Seeks to make school more effective for each student, teachers and staff, families, and the community, and methods of continuous improvement to achieve the vision and full mission of the school
- Prepares the school and community for improvement, instilling mutual commitment and accountability, and developing the knowledge, skills, and motivation to succeed with improvement.
- Engages faculty and staff in an ongoing process of evidence-based inquiry and situationally-appropriate strategies focused on learning, strategic goal setting, planning, transformational and incremental change, and evaluation for continuous school and classroom improvement.
- Assesses and develops the capacity of staff to determine the value and applicability of emerging educational trends and the findings of research for school improvement.
- Develop appropriate systems of data collection, management, analysis, and use, connecting the district office and external partners for support in planning, monitoring, feedback, and evaluation.
- Adopt a systems perspective and promote coherence among improvement efforts and all aspects of school organization, programs, and services, as well as manage uncertainty and risk, politics of change, with courage and perseverance, support, and transparent communication.
- Develop and promote distributed leadership among teachers and staff for inquiry, experimentation, and innovation for improvement.

Faculty Performance and Development

- Empowers and entrusts faculty and staff with collective responsibility for meeting academic, social, emotional, and physical needs, and developing an environment that promotes professional development and collaboration.
- Establishes and sustains a professional culture of engagement and commitment to a shared vision, set of goals, and objectives directed at holistic education, high expectations, ethical, and equitable practices, trust and open communication, collaboration, and collective efficacy.
- Develops and supports open, productive, caring, and trusting working relationships, and ensures mutual accountability among team members.
- Provides and facilitates distributive leadership opportunities for collaborative examination of practice, collegial feedback, and collective learning.
- Recruits and develops effective teachers and professional staff.
- Delivers actionable feedback and professional growth cycles

Student and Faculty Culture

- Acts ethically and professionally in personal conduct, relationships with others, decision making, stewardship of school resources, and all aspects of school leadership
- Models and promotes professional norms of integrity, fairness, transparency, trust, collaboration, perseverance, learning, and continuous improvement
- Protect and promote democratic values, autonomy, accountability, equity, social justice, community, and diversity; places students at the center of all school and educational decisions.
- Leads with interpersonal and communication skills, social-emotional insight, and understanding of all students' and staff's backgrounds and cultures.
- Provides moral direction for the school and promotes and expects ethical and professional behavior among faculty and staff.
- Ensures culturally responsive practices and processes are embedded within school culture
- Cultivates student and faculty engagement in positive relational development and facilitates coherent systems of support.

Curriculum, Instruction, and Assessment

- Implement coherent systems of curriculum, instruction, and assessment that promote the mission, vision, and core values of the district and early college, embody high expectations for student learning, align with academic standards, and are culturally responsive.
- Vertically and horizontally align curriculum, instruction, and assessment to promote student academic success, love of learning, the identities and habits of learners, and a healthy sense of self.
- Ensure instructional practices are intellectually challenging, authentic to students, are differentiated, and developmentally appropriate.
- Promote the effective use of technology in the service of teaching and learning
- Employ valid assessments that are consistent with student learning and development, and are aligned with standards of measurement, both progress and benchmarks.
- Uses assessment data appropriately to monitor student progress and to improve instruction.

Systems and Communication Strands

- Fosters accessibility and openness through connecting with families
- Engages in consistent communication with families and community stakeholders.
- Implements and monitors operations and administrative systems that promote the mission and vision of the early college.
- Manages school resources ethically and responsibly
- Develops and maintains data and communication systems
- Manages governance processes and internal/external politics focused on achieving the school's mission and vision.
- Assist President as needed

Accountability:

- Compiles an annual school improvement plan and performance report at minimum that is coherent and aligned to district outcomes
 - Creates efficient and consistent communication processes focused on transparency
 - Prepares and submits a variety of requested reports and data, to ensure fulfillment of established responsibilities.
 - Designs and maintains an aligned and coherent district curriculum
 - Leads with compassion, understanding, and inspiration
 - Maintains a high level of organization and reliability
-

SUPERVISORY RESPONSIBILITIES

Supervise early college faculty and other assigned personnel by the President.

CONTACTS AND PURPOSE OF CONTACTS

Internal: Coordinate and communicate with all areas of Jackson Preparatory and Early College and Jackson College, including Provost, Instructional Deans, Success Navigator, faculty, Institutional Research, Scheduling Office and Business Office.

External: Frequent contact with educational partners, prospective instructors, business and community leaders, prospective parents and students.

EDUCATION AND EXPERIENCE REQUIREMENTS

Master's degree in education. Post-graduate degree or advanced training preferred

Must have five (5) years minimal of teaching experience

Must have a satisfactory background check

Demonstrated successful management and/or leadership through:

- Excellent communication skills
- Excellent supervisory skills
- Excellent organizational skills
- High integrity and demonstrated good moral character and initiative
- A conceptual understanding of human growth and development
- Skill and sensitivity in working with all members of the school community
- Commitment to community education and parent communications

Ability to engage in positive promotion and marketing that fosters school and community pride

Ability to encourage high levels of student and staff participation

Knowledge, ability and commitment to working with diverse populations

Such alternatives to the above qualifications as the JPEC President may find appropriate and acceptable.

Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.

PROFESSIONAL QUALITIES AND ABILITIES

Possesses a positive attitude; able to see good in self and others

Shows flexibility including the acceptance of and willingness to change; sees change as an opportunity for growth

Seeks improvement over time by taking risks and trying new things

Knows and acknowledges personal limits

Displays self-discipline and a strong work ethic

Accepts responsibility for professional and personal growth

Demonstrates commitment to be a productive/supportive member of the JPEC community

Successfully organizes, executes and follows up on projects; sets specific objectives and measures to achieve results

Accepts criticism gracefully and uses it as an opportunity for growth

Handles conflict effectively

Inspires others; sets an example of professionalism both within JPEC and the community

Serves as a role model of good written and oral communication skills and good time management skills

Leads and/or follows as circumstances require

Americans with Disabilities Act (ADA) compliance section

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

LANGUAGE SKILLS

Ability to read, analyze, and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or boards of directors.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

REASONING ABILITY

Ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems. Ability to deal with nonverbal symbolism (formulas, scientific equations, graphs, musical notes, etc.) in its most difficult phases. Ability to deal with a variety of abstract and concrete variables.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to sit and use hands to finger, handle, or feel. The employee is occasionally required to stand and walk, reach with hands and arms. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to outdoor weather conditions while traveling between buildings on campus. The noise level in the work environment is usually moderate.

JACKSON PREPARATORY & EARLY COLLEGE

STAFF RESPONSIBILITIES

Position:	Custodian
Reporting Relationship:	Chief Operations Officer
Employment Type:	Professional/At-Will/Exempt
Name of Employer:	Access Point
Position Type:	Full-time
Criminal Background Check Requirement:	Yes

Essential Functions:

- Sweeping, dusting, mopping & vacuuming
- Event set-up & tear down
- Trash and recycling removal
- Restroom cleaning and stocking of supplies
- Disinfecting/sanitizing of major touch points
- Cleaning cafeterias, classrooms and stairwells
- Other routine housekeeping tasks
- Sanitizing surfaces to ensure a healthy germ-free environment
- Removing Garbage (Lifting 40-50lbs)
- Ensuring all tasks are completed in allotted amount of time, and exceeds expectations

SUPERVISORY RESPONSIBILITIES:

None

EDUCATION AND EXPERIENCE REQUIREMENTS:

- Must be at least 18 years of age
- High School diploma or equivalent
- Must have a satisfactory background check and fingerprinting
- Previous experience with janitorial work is a plus

PROFESSIONAL QUALITIES AND ABILITIES:

- Reliable attendance
- Punctual
- Understanding and executing verbal and written instructions
- Ability to work independently as well as within a group setting
- Take pride in your work and be respectful of others. A strong sense of personal responsibility
- Adhere to strict compliance with safety requirements including adherence to all COVID-19 requirements and restrictions

**JACKSON PREPARATORY
&
EARLY COLLEGE**

STAFF RESPONSIBILITIES

Title: Attendance Secretary
Reports to: Chief Operations Officer/AccessPoint
Employment Type: Administration/At-Will/Exempt
Length of Assignment: 12 Months
Scope of Position: Provides administrative support and is responsible for office duties.
Criminal Background Check Requirement: Yes

Title: Attendance Secretary
Reports To: Chief Operations Officer

Scope of Position:
Provides administrative support and is responsible for office duties

Essential Functions:

- Cultivate and facilitate a positive environment at all times. Act as the office's CEO (Chief Energy Officer).
- Ensure office and front desk coverage at all times.
- Demonstrates a high level of service and care of guests at all times.
- Maintain a professional and organized appearance of your person and work area.
- Maintains student daily attendance records
- Receptionist for all visitors, students, and callers
- Responsible for parent assistance and correspondence
- Responsible for coordinating and communicating with volunteers
- Data entry into student database system
- Assists school President and Deans as needed
- Responsible for assisting with the management of field trips and the collection of funds

SUPERVISORY RESPONSIBILITIES:

None

**CONTACTS AND PURPOSE OF
CONTACTS**

Internal: Coordinate and communicate with all areas of Jackson Preparatory & Early College, JPEC Board Members, Jackson College personnel including Provost, Instructional Deans, and faculty, Institutional Research, Scheduling Office and Business Office.

External: Frequent contact with educational partners, prospective instructors, business and community leaders, prospective parents and students, and guests.

EDUCATION AND EXPERIENCE REQUIREMENTS

- High school diploma
- Must have 5+ years previous administrative experience
- Must have a satisfactory background check

PROFESSIONAL QUALITIES AND ABILITIES

- Possesses a positive attitude; able to see good in self and others
- Shows flexibility including the acceptance of and willingness to change; sees change as an opportunity for growth

- Seeks improvement over time by taking risks and trying new things
- Knows and acknowledges personal limits
- Displays self-discipline and a strong work ethic
- Accepts responsibility for professional and personal growth
- Demonstrates commitment to be a productive/supportive member of the JPEC community
- Successfully organizes, executes and follows up on projects; sets specific objectives and measures to achieve results
- Accepts criticism gracefully and uses it as an opportunity for growth
- Demonstrates strong organization skills
- Proactively anticipates the needs of the President as well as the larger JPEC community with the ability to plan day-to-day activities while also to the month ahead
- Handles conflict effectively
- Inspires others; sets an example of professionalism both within JPEC and the community
- Serves as a role model of good written and oral communication skills and good time management skills
- Leads and/or follows as circumstances require

Americans with Disabilities Act (ADA) compliance section

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

LANGUAGE SKILLS

Ability to read, analyze, and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or boards of directors.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

REASONING ABILITY

Ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems. Ability to deal with nonverbal symbolism (formulas, scientific equations, graphs, musical notes, etc.) in its most difficult phases. Ability to deal with a variety of abstract and concrete variables.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to sit and use hands to finger, handle, or feel. The employee is occasionally required to stand and walk, reach with hands and arms. The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to outdoor weather conditions while traveling between buildings on campus. The noise level in the work environment is usually moderate.

Title: Chief Operational Officer
Reports To: JPEC President/ AccessPoint
Employment Type: Administration/At-Will/Exempt
Length of Assignment: 12 Months
Scope of Position: Oversees the district's operations, systems, and initiatives.

Overview and Scope of Position:

The Chief Operational Officer will be a results-driven self-starter who plays a key role in the district's current and future success, including operational growth and achievement, systems supporting students' college and career readiness, and the implementation and oversight of initiatives. The Chief Operational Officer will provide support to and collaborate with the Board of Governors, President, and Executive Team with a primary focus on program management and strategic initiatives.

Essential Functions:

- Oversees District Initiatives and Operations
- Provides Strategic Planning and Leadership
- Develops Systems and Communication Strands

Core Responsibilities:

District Initiatives and Operations

- Administers and co-manages the implementation of strategic initiatives
- Oversees the operations of the office of the President, including board communications, executive retreat, and strategic planning sessions
- Oversees the district's Student Information System
- Manages district policies and procedures efficiently
- Supports the executive team in systems development and the daily function of the organization

Strategic Planning and Leadership

- Facilitates external relationships with community groups, policymakers, funders, and other stakeholders
- Designs and oversees district marketing strategies
- Strategically designs, implements, and leads innovative systems focused on the executive team and organizational goals
- Oversees transportation, facilities maintenance, nutrition services and security activities to ensure efficient and lawful functioning of the district and initiate standard operating procedures and policies.
- Ensures that all activities of the operations office conform to district policies, regulations, and procedures.
- Works cooperatively with CFO and President in administering school-site and district operational needs.
- Supervision & Technical Responsibilities: The COO directly supervises office administrative staff and various department leaders as assigned by the President

Systems and Communication Strands

- Models strategic direction for internal and external communications, presentations, speeches, and correspondence
- Represents the President at programmatic, strategic, and community meetings acting as a thought leader and spokesperson on behalf of JPEC
- Develops systems for stakeholder engagement in alignment with the district's vision and purpose
- Assist President as needed

Human Resources and Staff Morale

- Designs new staff onboarding practices
- Facilitates the creation of district policies, procedures, and processes
- Collaborates with the Executive Team on the development and implementation of staff annual events
- Collaborates with the Chief Financial Officer on the development and implementation of district policies related to staff needs
- Coordinates hiring, onboarding, and training of personnel, as appropriate
- Assists School Leaders with staffing reassignments, documentation of disciplinary actions, including terminations, as appropriate

Facilities Management & Operations

- Serves all staff and administration in the District regarding all matters pertaining to operations.
- Oversees, supervises, and directs the following areas in coordination and collaboration with landlord
 - *Construction management*
 - *Facilities and maintenance needs*
 - *Transportation*
 - *Emergency planning and preparedness*
 - *Custodial operations*
 - *Energy management and conservation activities*
 - *Other operational divisions of the District, as assigned by the President*
- Works directly with the CFO to develop and organize ongoing, long range, and preventive maintenance plans and programs for district buildings and equipment; reports status updates to School Leaders and President.
- Works directly with the CFO to negotiate contracts as appropriate
- Develops design concepts and appropriate specification documentation needed to communicate design intent, when requested by the President
- Manages, oversees and coordinates Project Managers, Construction Managers, Contractors, and Consultants during the planning, construction, and closeout phases of site construction projects or modernization.
- Coordinates the updates to the District's Long Range Facility Master Plan, working closely with the CFO on sources and use of funds, status, and schedule of construction and phasing of projects; monitors school facility legislation; Provides annual reports to the President
- Prepares monthly status report on all facilities projects

Emergency Planning & Preparedness/Safety/Risk Management

- Oversees the District safety and emergency preparedness plans
- Assists in the overall District risk management process
- Acts as a resource person and investigator regarding any emergencies, security systems and maintenance problems at District facilities; initiates appropriate actions
- Regularly communicates with other administrators, personnel, and outside organizations to coordinate work, personnel requirements, and to resolve issues and conflicts, as appropriate and as needed
- Provides recommendations to the President and School Leaders concerning equipment, materials, personnel, policies and procedures to assure an economical, safe, compliant

and efficient work environment.

Accountability:

- Designs coherent systems for district initiatives and operations
 - Creates efficient and consistent communication processes focused on district policies and personnel
 - Prepares and submits a variety of requested reports and data, to ensure fulfillment of established responsibilities.
 - Manages district's student information system
 - Maintains effective and productive professional relationship with the district's Employee Management Company
 - Facilitates organizational strategies for the executive team and Board of Governors
-

SUPERVISORY RESPONSIBILITIES

Supervise, train and evaluate student employees as needed.

CONTACTS AND PURPOSE OF CONTACTS

Internal: Coordinate and communicate with all areas of Jackson Preparatory and Early College and Jackson College, including Provost, Instructional Deans, Success Navigator, faculty, Institutional Research, Scheduling Office and Business Office.

External: Frequent contact with educational partners, prospective instructors, business and community leaders, prospective parents and students.

EDUCATION AND EXPERIENCE REQUIREMENTS

Must have a minimum of a bachelor degree and 5+ years previous administrative or leadership experience

Must have a satisfactory background check

Demonstrated successful management and/or leadership through:

- Excellent communication skills
- Excellent supervisory skills
- Excellent organizational skills
- High integrity and demonstrated good moral character and initiative
- A conceptual understanding of human growth and development
- Skill and sensitivity in working with all members of the school community

PROFESSIONAL QUALITIES AND ABILITIES

Possesses a positive attitude; able to see good in self and others
Shows flexibility including the acceptance of and willingness to change; sees change as an opportunity for growth
Seeks improvement over time by taking risks and trying new things
Knows and acknowledges personal limits
Displays self-discipline and a strong work ethic
Accepts responsibility for professional and personal growth
Demonstrates commitment to be a productive/supportive member of the JPEC community
Successfully organizes, executes and follows up on projects; sets specific objectives and measures to achieve results
Accepts criticism gracefully and uses it as an opportunity for growth
Handles conflict effectively
Inspires others; sets an example of professionalism both within JPEC and the community
Serves as a role model of good written and oral communication skills and good time management skills
Leads and/or follows as circumstances require

Americans with Disabilities Act (ADA) compliance section

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

LANGUAGE SKILLS

Ability to read, analyze, and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or boards of directors.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

REASONING ABILITY

Ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems. Ability to deal with nonverbal symbolism (formulas, scientific equations, graphs, musical notes, etc.) in its most difficult phases. Ability to deal with a variety of abstract and concrete variables.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to sit and use hands to finger, handle, or feel. The employee is occasionally required to stand and walk, reach with hands and arms. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to outdoor weather conditions while traveling between buildings on campus. The noise level in the work environment is usually moderate.

Title:	Instructional Coach
Reports To:	JPEC Principal
Employment Type:	At-Will/Exempt
Length of Assignment:	12 Months
Scope of Position:	<i>Responsible for supporting faculty in learning and implementing researched-based effective instructional strategies</i>

Overview and Scope of Position:

The Instructional Coach serves as part of the Leadership Team. This individual is responsible for bringing evidence-based practices into classrooms by working with and supporting teachers and administration with the following goals: a.) increasing student engagement; b.) improving student achievement; and c.) building teacher capacity. He or she works as a colleague with classroom teachers to support student learning. The Instructional Coach focuses on individual and group professional development that will expand and refine the understanding about researched-based effective instructional strategies. To meet this purpose, the Instructional Coach will provide personalized support that is based on the goals and identified needs of individual teachers.

Essential Functions:

- Facilitates the intellectual and professional development of teachers
- Creates positive relationships with teachers and administrators
- Communicates and demonstrates researched-based instructional practices that result in increased student performance
- Communicates effectively with all members of the school district and community
- Reacts to change productively and effectively manages other tasks as assigned
- Supports the value of an education

Core Responsibilities:

- Demonstrate willingness to assume leadership positions
- Demonstrate knowledge of researched-based instructional strategies that engage all students
- Provide organized, individual and/or group learning opportunities for teachers as needed
- Demonstrate a thorough knowledge of curriculum and subject matter
- Demonstrate knowledge using a variety of assessment tools and provide support in analyzing student assessment data
- Assist teachers with designing instructional decisions based on assessment data and materials in alignment with curriculum
- Assist teachers with specific classroom activities when requested
- Provide support for classroom motivation and management strategies
- Monitor intervention programs by observing and meeting with teachers
- Instruct and support teachers with curriculum software products, and classroom/curriculum related technologies
- Provide assistance in researching instructional and/or curriculum issues
- Model lessons when appropriate
- Provide encouragement and emotional support to teachers and support ongoing professional growth
- Manage time and schedule flexibility that maximizes teacher schedules and learning
- Work positively toward meeting identified district and building improvement goals
- Assist with development of district curriculum, instruction and assessments
- Develop and maintain a confidential, collegial relationship with teachers

- Possess an understanding of when to contact administrators regarding issues of safety/ethics involving students in classroom observed
- Obtain advance approval of the Principal for unique activities and expenditures
- Attend workshops/conferences to learn about new innovative instructional strategies
- Understand that job responsibilities may vary related to each building's needs
- Perform duties as assigned by the Principal

Continuous Improvement

- Seeks to make school more effective for each student, teachers and staff, families, and the community, and methods of continuous improvement to achieve the vision and full mission of the school
- Prepares the school and community for improvement, instilling mutual commitment and accountability, and developing the knowledge, skills, and motivation to succeed with improvement.
- Engages faculty and staff in an ongoing process of evidence-based inquiry and situationally-appropriate strategies focused on learning, strategic goal setting, planning, transformational and incremental change, and evaluation for continuous school and classroom improvement.
- Assesses and develops the capacity of staff to determine the value and applicability of emerging educational trends and the findings of research for school improvement.
- Develop appropriate systems of data collection, management, analysis, and use, connecting the district office and external partners for support in planning, monitoring, feedback, and evaluation.
- Adopt a systems perspective and promote coherence among improvement efforts and all aspects of school organization, programs, and services, as well as manage uncertainty and risk, politics of change, with courage and perseverance, support, and transparent communication.
- Develop and promote distributed leadership among teachers and staff for inquiry, experimentation, and innovation for improvement.

Faculty Performance and Development

- Empowers and entrusts faculty and staff with collective responsibility for meeting academic, social, emotional, and physical needs, and developing an environment that promotes professional development and collaboration.
- Establishes and sustains a professional culture of engagement and commitment to a shared vision, set of goals, and objectives directed at holistic education, high expectations, ethical, and equitable practices, trust and open communication, collaboration, and collective efficacy.
- Develops and supports open, productive, caring, and trusting working relationships, and ensures mutual accountability among team members.
- Provides and facilitates distributive leadership opportunities for collaborative examination of practice, collegial feedback, and collective learning.
- Recruits and develops effective teachers and professional staff.
- Delivers actionable feedback and professional growth cycles

Student and Faculty Culture

- Acts ethically and professionally in personal conduct, relationships with others, decision making, stewardship of school resources, and all aspects of school leadership
- Models and promotes professional norms of integrity, fairness, transparency, trust, collaboration, perseverance, learning, and continuous improvement
- Protect and promote democratic values, autonomy, accountability, equity, social justice, community, and diversity; places students at the center of all school and educational decisions.
- Leads with interpersonal and communication skills, social-emotional insight, and understanding of all students' and staff's backgrounds and cultures.
- Provides moral direction for the school and promotes and expects ethical and professional behavior among faculty and staff.
- Ensures culturally responsive practices and processes are embedded within school culture

- Cultivates student and faculty engagement in positive relational development and facilitates coherent systems of support.

Curriculum, Instruction, and Assessment

- Implement coherent systems of curriculum, instruction, and assessment that promote the mission, vision, and core values of the district and college preparatory, embody high expectations for student learning, align with academic standards, and are culturally responsive.
- Vertically and horizontally align curriculum, instruction, and assessment to promote student academic success, love of learning, the identities and habits of learners, and a healthy sense of self.
- Ensure instructional practices are intellectually challenging, authentic to students, are differentiated, and developmentally appropriate.
- Promote the effective use of technology in the service of teaching and learning
- Employ valid assessments that are consistent with student learning and development, and are aligned with standards of measurement, both progress and benchmarks.
- Uses assessment data appropriately to monitor student progress and to improve instruction.

Systems and Communication Strands

- Fosters accessibility and openness through connecting with families
- Engages in consistent communication with families and community stakeholders.
- Implements and monitors operations and administrative systems that promote the mission and vision of the college preparatory.
- Manages school resources ethically and responsibly
- Develops and maintains data and communication systems
- Manages governance processes and internal/external politics focused on achieving the school's mission and vision.
- Assist President as needed

Accountability:

- Compiles an annual school improvement plan and performance report at minimum that is coherent and aligned to district outcomes
 - Creates efficient and consistent communication processes focused on transparency
 - Prepares and submits a variety of requested reports and data, to ensure fulfillment of established responsibilities.
 - Designs and maintains a curriculum aligned to the early college
 - Leads with compassion, understanding, and inspiration
 - Maintains a high level of organization and reliability
-

SUPERVISORY RESPONSIBILITIES

Supervise college preparatory faculty and other assigned personnel by the President.

CONTACTS AND PURPOSE OF CONTACTS

Internal: Coordinate and communicate with all areas of Jackson Preparatory and College preparatory and Jackson College, including Provost, Instructional Deans, Success Navigator, faculty, Institutional Research, Scheduling Office and Business Office.

External: Frequent contact with educational partners, prospective instructors, business and community leaders, prospective parents and students.

EDUCATION AND EXPERIENCE REQUIREMENTS

Master's degree in education. Post-graduate degree or advanced training preferred

Must have five (5) years minimal of teaching experience

Must have a satisfactory background check

Demonstrated successful management and/or leadership through:

- Excellent communication skills
- Excellent supervisory skills
- Excellent organizational skills
- High integrity and demonstrated good moral character and initiative
- A conceptual understanding of human growth and development
- Skill and sensitivity in working with all members of the school community
- Commitment to community education and parent communications

Ability to engage in positive promotion and marketing that fosters school and community pride

Ability to encourage high levels of student and staff participation

Knowledge, ability and commitment to working with diverse populations

Such alternatives to the above qualifications as the JPEC President may find appropriate and acceptable.

Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.

PROFESSIONAL QUALITIES AND ABILITIES

Possesses a positive attitude; able to see good in self and others
Shows flexibility including the acceptance of and willingness to change; sees change as an opportunity for growth
Seeks improvement over time by taking risks and trying new things
Knows and acknowledges personal limits
Displays self-discipline and a strong work ethic
Accepts responsibility for professional and personal growth
Demonstrates commitment to be a productive/supportive member of the JPEC community
Successfully organizes, executes and follows up on projects; sets specific objectives and measures to achieve results
Accepts criticism gracefully and uses it as an opportunity for growth
Handles conflict effectively
Inspires others; sets an example of professionalism both within JPEC and the community
Serves as a role model of good written and oral communication skills and good time management skills
Leads and/or follows as circumstances require

Americans with Disabilities Act (ADA) compliance section

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

LANGUAGE SKILLS

Ability to read, analyze, and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or boards of directors.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

REASONING ABILITY

Ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems. Ability to deal with nonverbal symbolism (formulas, scientific equations, graphs, musical notes, etc.,) in its most difficult phases. Ability to deal with a variety of abstract and concrete variables.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to sit and use hands to finger, handle, or feel. The employee is occasionally required to stand and walk, reach with hands and arms. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to outdoor weather conditions while traveling between buildings on campus. The noise level in the work environment is usually moderate.

JACKSON PREPARATORY & EARLY COLLEGE

STAFF RESPONSIBILITIES

Position:	Math and Literacy Intervention Specialist
Reporting Relationship:	Provost and Principal
Employment Type:	Professional/At-Will/Exempt
Name of Employer:	Vensure Employer Services
Position type:	Part-time
Criminal Background Check Requirement:	Yes

Essential Functions:

- To facilitate competency-based remediation support in Math & Literacy that aligns with established core curriculum. Working with faculty and department heads, the focus of this support will be through bridge courses and pull-out instruction to address learning gaps caused by the COVID-19 pandemic.
- Provide direct instructional service to students as well as pull-out instruction as needed.
- Consult with other professionals and colleagues.
- Collaboratively plan, deliver, and evaluate instructional outcomes through a departmental structure.
- Conduct research needed to perform the essential functions of the position.
- Deliver direct instruction in a classroom with the support of a learning management system and digital tools.
- Monitor student progress toward college readiness in Math and English Language Arts.

SUPERVISORY RESPONSIBILITIES:

None

CONTACTS AND PURPOSE OF CONTACTS:

Internal: Coordinate and communicate with all areas of Jackson Preparatory & Early College and Jackson College including Provost, Instructional Deans, faculty, Institutional Research, Scheduling Office and Business Office.

External: Frequent contact with educational partners, prospective instructors, business and community leaders, prospective parents and students.

EDUCATION AND EXPERIENCE REQUIREMENTS:

- A valid Michigan Provisional or Professional Educator Certificate. **OR**
- 90 credit hours and enrolled in an accredited teacher certification program.
- Interested candidates should complete the [online application](#)
- Must successfully pass background screening.

PROFESSIONAL QUALITIES AND ABILITIES:

- Possesses a positive attitude; able to see good in self and others
- Shows flexibility including the acceptance of and willingness to change; see change as an opportunity for growth
- Seeks improvement over time by taking risks and trying new things
- Knows and acknowledges personal limits
- Displays self-discipline and strong work ethic
- Accepts responsibility for professional and personal growth
- Demonstrates commitment to be a productive/supportive member of the JPEC community

- Successfully organizes, executes and follows up on projects; sets specific objectives and measures to achieve results
- Accepts criticism gracefully and uses it as an opportunity for growth
- Handles conflict effectively.
- Inspires others; sets an example of professionalism both within JPEC and the community
- Serves as a role model of good written and oral communication skills and good time management skills
- Leads and/or follows as circumstances require

Americans with Disabilities Act (ADA) compliance section

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

LANGUAGE SKILLS:

Able to analyze, read, and interpret the most complex documents. Have the ability to respond effectively to the most sensitive inquiries or complaints. Have the ability to write speeches and articles using original or innovative techniques or style. Have the ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or Boards of Governor's.

MATHEMATICAL SKILLS:

Have the ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Have the ability to apply concepts of basic algebra and geometry.

REASONING ABILITY:

Have the ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems. Have the ability to deal with nonverbal symbolism (formulas, scientific equations, graphs, musical notes, etc.) in its most difficult phases. Have the ability to deal with a variety of abstract and concrete variables.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to sit and use hands to finger, handle, or feel. The employee is required to stand and walk, reach with hands and arms. The employee must occasionally lift and/or move up to 50 pounds.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is exposed to outdoor weather conditions. The noise level in the work environment is usually moderate.

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

PHYSICAL PLANT DESCRIPTION

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article XI, Section 11.5, the Academy is authorized to operate at the physical facility or facilities outlined in this schedule. The Academy shall not occupy or use any facility until approved for occupancy by the Michigan Department of Licensing and Regulatory Affairs' Bureau of Construction Codes and Bureau of Fire Services.

Physical Plant Description6-3

Floor Plans6-5

Certificate of Use and Occupancy6-6

Lease Agreement6-8

Jackson Preparatory & Early College
Physical Plant Description

1. Applicable Law requires that a public school academy application and contract must contain a description of and the address for the proposed physical plant in which the public school academy will be located. See MCL 380.502(3)(i); 380.503(6)(f).

2. The address and a description of the site and the physical plant (the "Site") of Jackson Preparatory & Early College (the "Academy") is as follows:

Jackson Preparatory – Grades 6-8

Address: 2255 Emmons Road
Jackson, MI 49201

Description: The facilities for the Jackson Preparatory will be located on the southeast side of the central campus of Jackson College. The facility to be used for grades six (6) through eight (8) will be the Education Innovation Center (EIC) comprised of eight (8) classrooms, a common area with kitchen, small conference room, main office with reception, four (4) administrative offices, and staff break room. Altogether this is approximately 5,824 square feet in classroom, restroom, kitchen, breakroom and office space, in addition to the open hallway/common space. A pick-up and drop-off loop is provided around the facility, as well as parking for visitors and staff.

Early College – Grades 9-12

Address: 2111 Emmons Road
Jackson, MI 49201

Description: The facility for the Early College grades nine (9) through twelve (12) will be located within current building structures on the southeast side of the central campus of Jackson College, primarily Justin Whiting Hall. The facility provides a main office, lounge and conference spaces for faculty and staff, seven (7) administrative offices, six (6) classrooms, and additional existing classrooms located throughout the campus will be designated for the use of the Early College. A pick-up and drop-off loop is provided in front of the Early Collegemain entrance and the Justin Whiting Hall parking lot.

The Academy will enter into a lease or other agreement to provide access to the Jackson College facilities for the 6th through 12th grades and ancillary uses. The lease or other agreement related to access shall be incorporated into this schedule through the contract amendment process.

Configuration of Grade Levels: Sixth through Twelfth

Term of Use: Term of Contract.

Name of School District and Intermediate School District:

Local: Jackson Preparatory & Early College
ISD: Jackson County Intermediate School District

3. The following information about these sites is provided in this schedule, or must be provided to the satisfaction of the College President or his designee, before the Academy may operate as a public school in this state.

- A. Narrative description of physical facility
- B. Size of building
- C. Scaled floor plan
- D. Copy of executed lease or purchase agreement

4. In addition, the Academy and the College President or his designee hereby acknowledge and agree that the Academy shall not conduct classes or operate as a public school academy in this state until it has obtained the necessary fire, health and safety approvals for the above-described facilities. These approvals must be provided by the Academy to the College President in advance any such occupancy and must be acceptable to the College President or his designee, in his/her sole discretion, prior to the Academy operating as a public school. In cases of disagreement, the Academy may not begin operations without the consent of the College Board or its designee.

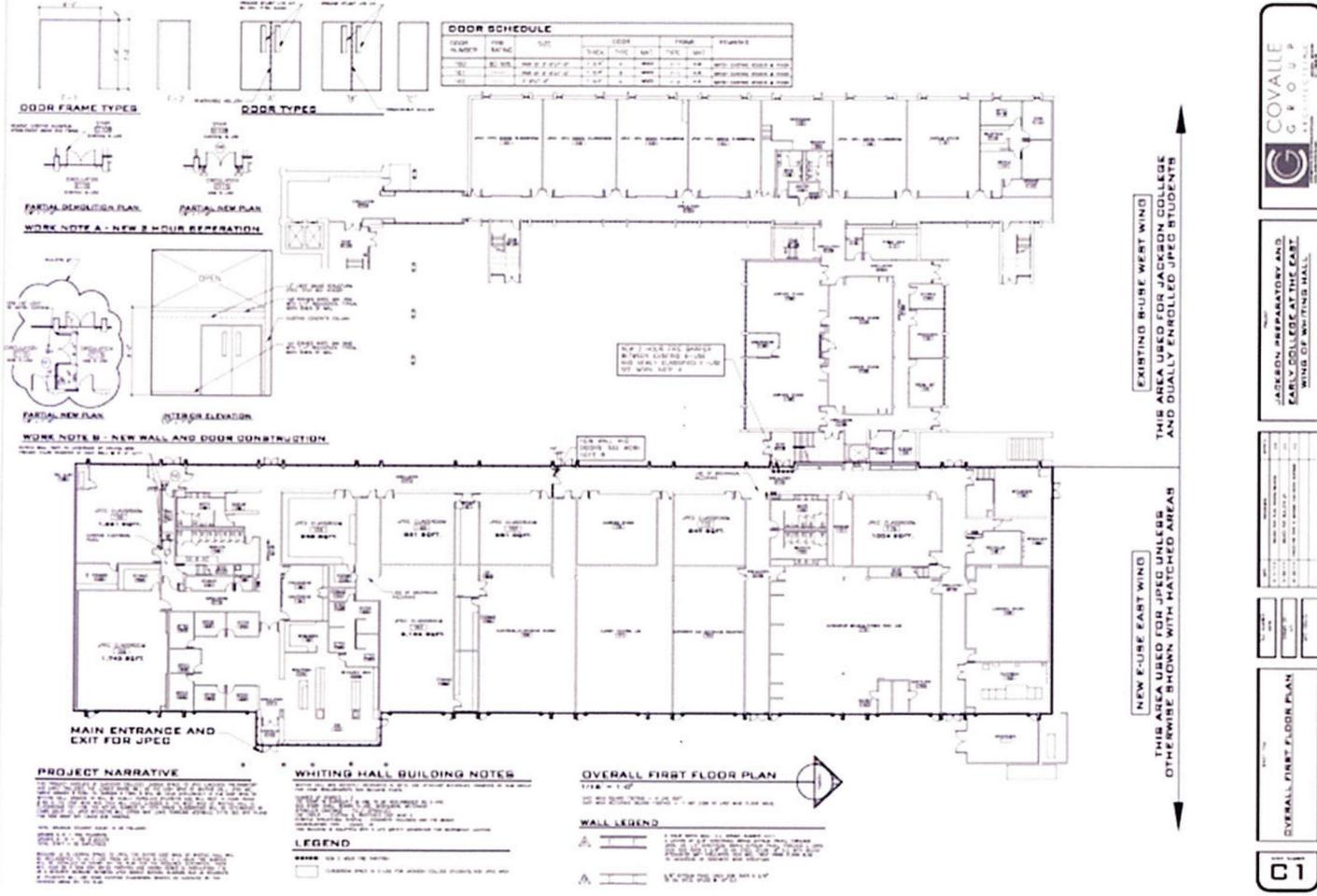
5. If the Sites described above is not used as the physical plant for the Academy, this Schedule 6 of this Contract between the Academy and the College must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical plant. The Academy must submit to the College President or his designee complete information about the new site or facilities. This information includes that described in paragraphs 2, 3 and 4 of this Schedule 6. The public school academy shall not conduct classes as a public school in this state until it has submitted all the information described above to the satisfaction of the College by way of a request to amend this Contract and the amendment regarding the new site has been executed by the College President or his designee.

6. Any change in the configuration of grade levels at the Site requires an amendment to this Schedule 6 pursuant to Article IX of the Terms and Conditions of Contract set forth above.

7. The Academy must develop a plan, policies and procedures to ensure the physical safety of students and employees including the handling of emergency situations. See MCL 29.19; 380.1241; 380.1308; and 380.1308a).



Appendix A



CERTIFICATE OF USE AND OCCUPANCY

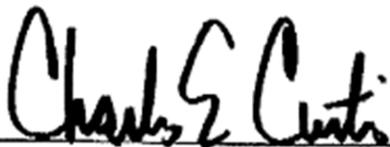
PERMANENT

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317

Building Permit: B032065
Da Vinci Institute
2255 Emmons Road
Summit Township, Michigan
Jackson County

The above named building of Use Group E and Construction Type 5B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.



Larry Lehman, Chief
Charles E. Curtis, Assistant Chief
Building Division

October 7, 2011

INSPECTION REPORT
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF FIRE SERVICES
FIRE MARSHAL DIVISION

FACILITY NAME Jackson Community College	INSPECTION DATE 8-15-14	COUNTY Jackson	PROJECT 129291
ADDRESS 2111 Emmons Rd	FACILITY TYPE School-Public	RULES/CODES 1999 School Rules	JOB/LIC/FAC. NO.
CITY, STATE ZIP CODE Jackson, Mi. 49201	FACILITY REPRESENTATIVE Robert Harris/Plant operations, Main # Con Director		INSPECTION TYPE Final Inspection
FACILITY PHONE 517 499-6774	PHONE 2	FACILITY FAX	

Re: Final Fire Safety Inspection Report-Reclassification of an existing "B"-use facility to an new "E"-new facility, using the east wing of Whiting Hall to house JPED, a charter school serving grades 6-10 and the west wing of Whiting Hall serving 10th grade students as dually enrolled students.

A Final Fire Safety Inspection was completed this date. All deficiencies noted in previous inspection reports have been corrected. Full project approval has been granted.

Note: This project was reviewed and inspected under the authority of Act 628 of the Public Acts of 2002. Project approval has been granted. Occupancy approval will be granted by the building official having jurisdiction.

END OF REPORT

CC: Facility representative-Robert Harris-e-mail: (HarrisRobertM@cemi.edu)
Summit Township FD-e-mail: (firechief@summittwp.com)
Construction Company-Mercer-e-mail: (John.Brown@rwmerc.com)
Covalle Group-Jason Covalle-e-mail: (Jason@covallegrouparchitects.com)
Plan Review-Adam Ashley-e-mail: (AshleyA1@michigan.gov)
File

FIRE SAFETY CERTIFICATION Full Approval	PROJECT STATUS Closed	REVIEWED BY
INSPECTING OFFICIAL John J Madden	ADDRESS	State of Michigan Bureau of Fire Services 3101 Technology Blvd, Suite H Lansing, MI 48910
SIGNATURE OF OFFICIAL <i>John J Madden</i>	TELEPHONE FAX E-MAIL	517 388-4821 517-332-1427 Maddenj3@michigan.gov
The Department of Licensing and Regulatory Affairs will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.		Authority: PA207 of 1941, as amended Completion: Required Penalty: Misdemeanor

SEP 18 2019
RECEIVED

**Lease Agreement
Jackson College and
Jackson Preparatory & Early College**

WHEREAS, this Lease Agreement, hereinafter "Agreement," is effective on the date reflected on the signature page, between **JACKSON COLLEGE**, of 2111 Emmons Road, Jackson, Michigan 49201-8399, Jackson County, Michigan, a Community College District organized under the laws of the State of Michigan, hereinafter "JC," and **JACKSON PREPARATORY & EARLY COLLEGE**, of 2111 Emmons Road, Jackson, Michigan 49201, a Michigan nonprofit corporation and public school academy, hereinafter "JPEC;"

AND WHEREAS, JC and JPEC wish to continue and enhance their educational relationship in the Jackson community that support the educational mission of both institutions through closer proximity to each other by way of sharing physical instructional, office, and support spaces on the Central Campus of JC,

AND WHEREAS, JPEC has been on the JC campus since 2014, this one year lease represents designated classroom space for 6th – 12th grade students and appropriate office space.

AND WHEREAS, JC and JPEC enter into this Agreement as a cooperative endeavor between said institutions and for the express purpose of offering students of both institutions greater academic opportunities;

NOW, THEREFORE, this Agreement defines the responsibilities and the nature of the relationship of both JC and JPEC in the shared spaces identified as Justin Whiting Hall – East with regard to the operations and amendments to this Agreement. The specific responsibilities of the aforementioned parties are indicated below:

SECTION 1: ARTICLES OF AGREEMENT

ARTICLE I. JC AGREES TO:

1. Continue the lease for a term of one (1) year, beginning July 1, 2019, with up to ten classrooms and designated office space currently used by JPEC Administration, Staff and Faculty in JW East (see Exhibit A). Additional details on space is specified in Exhibit A, as hereinafter described, and agreed to be located in Justin Whiting Hall East, on the Central Campus of JC, and provide all utilities for said spaces.
2. Lease to JPEC the Education Innovation Center located at 2255 Emmons Road, Jackson, Michigan 49201. The utilities for this building will be included in the rental rate established below.
3. Provide a 3-4 hour block for a science lab on Fridays.

4. Work with JPEC to make the fieldhouse (gym – excluding the fitness center) available to JPEC at mutually agreeable times. The field house may also be scheduled and reserved by JPEC for athletic events subject to availability. JPEC shall be responsible for additional fees for custodial and security services provided by JC.
5. Provide reasonable access to designated areas of ingress and egress to and from Justin Whiting Hall and The Education Innovation Center.
6. Provide operable and responsive instructional technology for ten classrooms and one science lab relevant to the following areas:
 - a. JC will provide smart classroom technology (overhead LCD projection systems, internet access and instructor station equipment) in the ten classrooms. This excludes the Education Innovation Center. On-going maintenance and repair of such equipment (bulbs, etc.) is the responsibility of JPEC.
 - b. a list of the equipment to be provided is attached as Exhibit B.
7. Provide JPEC with an office area to provide administrative support (drawing of said area Exhibit A).
8. Designate the Vice President of Student Services to serve as the institutional liaison for this agreement.
9. Provide general security support to include lock/unlock of doors and response to emergency situations for the 10 classrooms, administrative office and The Education Innovation Center. Additional security required for special events of JPEC (including by example and not limitation athletic events) will be billed accordingly.
10. Provide a JC telephone extension/DID numbers for the administrative office and the JC switchboard will have ability to transfer calls to the administrative office.
11. Allow JPEC to use existing classroom furniture in Justin Whiting Hall (i.e. tables, chairs, instructor station) and existing office area furniture (e.g. desks, chairs, counter chairs, office tables).
12. Provide JC library privileges for JPEC Jackson County resident students through JC's agreement with the Jackson District Library.
13. Provide ingress and egress to and from the JC campus and JW Hall as well as permit use of the common areas in JW hall:

- a. JW 150 A-G Offices, JW 151 Main Office and Back Office, and the JW 154 Conference Room space.
 - b. Provide ingress and egress to and from the Education Innovation Center.
14. Additional classroom space may be made available to JPEC after Jackson College classes have been scheduled. The cost for additional space will be \$10,000 per each classroom annually, excluding science labs, computer rooms and lecture halls.

ARTICLE II. JPEC AGREES TO:

1. Designate the President of JPEC serve as the institutional liaison for this agreement.
2. Be responsible for purchasing and maintaining its own office computer equipment, server, and student e-mails housed on their server.
3. Be responsible for purchasing and maintaining their own furniture (i.e. tables, chairs, instructor station, lounge furniture) and existing office area furniture (e.g. desks, chairs, counter chairs, office tables) in the Education Innovation Center.
4. Hire a custodial service for daily cleaning of all classroom and office space in Justin Whiting Hall and the Education Innovation Center building.
5. School Safety Legislation. JPEC agrees to implement the requirements of the recently enacted School Safety Legislation, which is codified at MCL 380.1308a, MCL 380.1308b, MCL 380.1241 and MCL 380.1264. JC agrees to cooperate where appropriate.
6. Responsible for following all policies related to classroom use, which includes:
 - a. Reassembling all rooms to the original configuration
 - b. Removing all debris and trash
 - c. Closing and locking all doors during class time
 - d. Closing and locking all doors when vacating
 - e. Faculty must be in the classroom at all times when students are present
 - f. Fire code and classroom capacity
7. All building improvements must be approved by JC in writing and in advance of placement.
8. Provide payment for rent of ten (10) classrooms, and administrative office spaces for the rental charge of \$85,000.00 per year. Payments to JC shall be made monthly of each academic year.

9. Provide payment for rent of the Education Innovation Center for the rental charge of \$150,000 per year. This rent includes utilities (i.e. Gas, Electric, Garbage, Recycling, Water/Sewer and Security monitoring, snow removal and lawn care). Payment to JC shall be made monthly of each academic year.
10. Payment of rent for the use of the fieldhouse, payable monthly.
11. Be responsible for paying for telecommunication services, internet, and custodial services related to the Education Innovation Center.
12. Provide payment for a security deposit of \$100,000 to be held in escrow and used for damage repairs to leased spaces located in Justin Whiting Hall and the Education Innovation Center.
13. JPEC agrees to enforce all applicable JC rules, regulations and policies, including by way of example and not limitation, the prohibition of animals on the JC campus, including the premises leased to JPEC, except as expressly permitted by law, (e.g. service animals and approved emotional support animals).
- 14.
15. Maintain appropriate comprehensive general and liability insurance with amounts of not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. JC shall be listed as an additional insured on said policy, however JC will be responsible for obtaining insurance coverage on its personal property located in the building and shall not rely on JPEC to insure JC's personal property located in the building. **JPEC shall provide to JC a certificate of insurance** verifying the above limits, listing JC as an additional insured and providing that said insurance shall not be canceled without ten (10) days prior written notice to JC.
16. Be responsible for control and direction of its students and make sure that students remain in areas leased by JPEC, with reasonable access to and from such leased areas, unless otherwise expressly provided in this Lease.

ARTICLE III: RESPONSIBILITIES OF BOTH JC AND JPEC

This Agreement may not be assigned by either party without the prior written consent of the other party.

1. Maintenance and Repair. JC shall maintain at its own expense the roof, plumbing, mechanical and electrical systems and structural portion of the premises (the "building envelope") in good repair. JPEC shall maintain the classroom space it uses in good repair and shall be responsible for any damages attributed to its students or employees, reasonable wear and tear excepted. JC will be responsible for snow removal from the buildings, sidewalks, and parking lot along with lawn care.

2. Improvements and Alterations. JC and JPEC must mutually agree to modifications prior to such modification being made. All additions and improvements made by JPEC shall remain upon the premises at the termination of its lease and shall become the property of JC, unless JPEC shall reasonably require removal of any improvements or alterations and as a condition of such requirement agrees to restore the premises to its original condition, reasonable wear and tear excepted.
3. Destruction. Fire or Other Cause. It is mutually agreed and understood between JC and JPEC that in the event of a fire or other casualty resulting in the destruction of the premises, the premises shall promptly be fully repaired or restored, as the case may be, provided, however, that JC's obligation to repair or to restore the premises shall be limited to the proceeds of any insurance recoverable by virtue of said fire or the casualty, and provided, further, that the rent shall abate entirely in case the entire premises are un-tenantable, and pro-rata for the portion rendered un-tenantable, in case and only a portion is un-tenantable, until the same shall be restored to tenantable condition; and, provided, further, that there shall be no abatement of rental if such fire or other cause damaging or destroying the premises shall result from the negligence or willful acts of JPEC, its agents or employees. In the event of fire or other casualty, JPEC, at its option, may terminate this Lease by written notice to JC.
4. Assignment and Subletting. It is mutually understood and agreed that JPEC may not sublet or assign any portion of the building for other services or to other organizations.
5. Default and Termination. In the event of any default by JPEC in payment of rent or the performance of other obligations required by JC, and continuation of the default for a period of thirty (30) days after receipt of written notice, JC may, pursuant to the laws of the State of Michigan, enter onto the said premises and take full and absolute possession thereof and shall be entitled to any other remedies that may be provided by Michigan law.
6. Non-Waiver. The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof or of the right of either party to enforce each covenant and condition of this Lease thereafter. No provision of this Lease shall be deemed to have been waived unless waived in a written instrument signed by JC and JPEC.
7. Quiet Enjoyment. JC covenants and agrees that JPEC, upon paying the rent as required herein, and performing all of the covenants required under this Lease, shall and may peacefully and quietly have, hold and enjoy the Leased Premises.

8. Successor and Assigns. The terms of this Lease are, declared binding upon the parties' respective successors and assigns.

ARTICLE IV: AMENDMENTS TO THIS AGREEMENT

1. Any and all amendments to this Agreement must be in writing and executed by both parties.
2. Any renewal of this Agreement shall be by good faith negotiations between the parties unless otherwise terminated for cause.

SECTION V: EXECUTION OF THE AGREEMENT:

IN WITNESS WHEREOF, We the undersigned, have affixed our name to the Agreement, and as such, have caused this resolution to now be in full force and effect.

For JC:



Daniel J. Phelan, PhD.,
President & CEO
Jackson College

Date 09.09.19

For JPEC:



Shane Malmquist
President
Jackson Preparatory & Early College

Date 9/09/2019

CONTRACT SCHEDULE 7

REQUIRED INFORMATION FOR
PUBLIC SCHOOL ACADEMY

CONTRACT SCHEDULE 7
SECTION A

GOVERNANCE STRUCTURE

SCHEDULE 7A GOVERNANCE STRUCTURE

WHEREAS, the People of Michigan through their Constitution have provided that schools and the means of education shall forever be encouraged and have authorized the Legislature to maintain and support a system of free public elementary and secondary schools; and all public schools are subject to the leadership and general supervision of the State Board of Education; and the Legislature has authorized an alternative form of public school designated a "public school academy" to be created to serve the educational needs of pupils and has provided that pupils attending these schools shall be eligible for support from the State School Aid Fund; and the Legislature has delegated to the governing boards of state public universities, community college boards, intermediate school district boards and local school district boards, the responsibility for authorizing the establishment of public school academies; and the College Board has approved the issuance of a contract conferring certain rights, franchises, privileges, and obligations of a public school academy to the Academy Board.

The Academy is incorporated as a Michigan nonprofit corporation, organized on a non-stock, directorship basis for the purpose of operating as a Michigan public school academy. The Academy shall conduct its affairs as a governmental entity exempt from federal income taxes under Section 115 of the United States Internal Revenue Code or any successor law. The Academy is a body corporate and is not a division or part of Jackson College. The relationship between the Academy and the College Board is based solely on the applicable provisions of the Code and the terms of this Contract.

The Academy Board shall have at least five (5), but no more than nine (9) members, as determined by the College Board. The Academy Board members shall be appointed by the College Board and shall have all the powers and duties permitted by law to manage the business, property and affairs of the Academy and for adopting policies by which the Academy shall be governed. The Academy Board is responsible for assuring that the Academy operates according to the Terms and Conditions of this Contract and Applicable Law. Contract Schedule 2: Bylaws, set forth a further description of the Academy Board's governance structure.

Academy Board members shall serve in their individual capacity, and not as a representative or designee of any other person or entity. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest and prohibited familial relationships, including Article IV, Sections 4.4 and 4.5 of this Contract.

Pursuant to applicable law and the Terms and Conditions of this Contract, including Article III, Section 3.6, the Academy Board may employ or contract for personnel according to the position information outlined in Schedule 5. Before entering into an agreement with an educational service provider or an employee leasing company, the Academy Board must first comply with Article III, Section 3.6 of this Contract.

The Academy Board shall practice and conduct business in accordance with Policy

Governance®, designed to ensure boards govern effectively and ensure proper accountability.

Board member names and qualifications are as follows:

Name	Qualification
Jonathan Williams	Professor of Political Science, Kellogg Community College Master of Public Policy & Administration, Western Michigan University
Josnelly Aponte	Director of Revenue Requirements & Analysis, Consumers Energy Master of Business Administration, Spring Arbor University
David Halsey	Attending Physician, Henry Ford Allegiance Health System Degreed Medical Doctor, University of Michigan
Suzanne Jones	Founder/CEO of Girls on the M.O.V.E. Master Educational Administration, Central Michigan University
John Macchia	Chief Executive Officer, Advance Turning and Manufacturing Graduate of Western High School
(Vacant)	
(Vacant)	

CONTRACT SCHEDULE 7
SECTION B

EDUCATIONAL GOALS AND RELATED MEASURES

SCHEDULE 7B GOALS

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.2, the Academy shall achieve or demonstrate measurable progress for all groups of pupils toward the achievement of the educational goal identified in this schedule. Upon request, the Academy shall provide Jackson College (“College”) with a written report, along with supporting data, assessing the Academy’s progress toward achieving this goal. In addition, the College expects the Academy will meet the state and federal achievement accountability standards.

Primary Goal

The primary goal of the Academy is to prepare all students academically for college, work and life. This broad goal will be measured using a very specific set of targets. The specific indicators, definitions and performance levels of this primary educational goal are laid out in the attached JPEC Performance Framework.

Domain	Indicator	Definition	Links	Exceeding (3)	Meeting (2)	Approaching (1)	Well Below (0)
Student Achievement	NWEA Growth Reading	Growth measures whether students are increasing in their academic performance over time and are on track to reach proficiency. The NWEA MAP Growth assessment uses Growth Percentiles (GPs) to measure growth, and it provides school level norms to be used for accountability at the school level.	https://teach.mapnwea.org/impl/normsResearchStudy.pdf	GP greater than 75	GP 75-50	GP 49-25	GP lower than 25
	NWEA Growth Math			GP greater than 75	GP 75-50	GP 49-25	GP lower than 25
	Graduation Rate 5 Year Cohort	The percent of students graduating on-track within 4 years of first entering high school. The state average for 2020-2021 was XX%	https://www.mischooldata.org/Other2/DataFiles/StudentCounts/HistoricalGradDropout.aspx	Graduation rate greater than 85%	Graduation rate 80%-84%	Graduation rate 70-79%	Graduation rate 69% or below
	Early College Graduation Rate	The percent of students graduating with a MEMCA certificate		MEMCA certificate rate of greater than 90%	MEMCA certificate rate of 80%-89%	MEMCA certificate rate of 70%-79%	MEMCA certificate rate 69% or lower
	9th Grade "On Track"	The percentage of students in 9th grade on track to graduate from high school based on timely credit accumulation. Timely credit accumulation is a leading indicator of students' progress toward high school graduation. This indicator allows for early identification of and intervention for struggling students.	https://highschool.achieve.org/sites/highschools.achieve.org/files/9th%20Grade%20on%20Track%20Table.pdf	90%-100%	80%-89%	79%-70%	69% or below

	MDE Report Card Letter Grade	A school's overall performance based on student proficiency, student growth, graduation rate, performance among peers and English learner progress.		A	B	C	D/F
Comparative Performance	6-8 ELA Proficiency Compared to Peers	Compares JPEC with all grade 6-8 schools within Jackson County.	https://www.mischooldata.org/ParentDashboard/ParentDashboardPerformance.aspx	The percent of students proficient on the M-STEP in grades 3-8 in ELA is greater than the school's peer group.	The percent of students proficient on the M-STEP in grades 3-8 in ELA is equal to or within 5% of the school's peer group.	The percent of students proficient on the M-STEP in grades 3-8 in ELA is equal to or within 10% of the school's peer group.	The percent of students proficient on the M-STEP in grades 3-8 in ELA is 11% or lower than the school's peer group.
	6-8 Math Proficiency Compared to Peers	Compares JPEC with all grade 6-8 schools within Jackson County.		The percent of students proficient on the M-STEP in grades 3-8 in math is greater than the school's peer group.	The percent of students proficient on the M-STEP in grades 3-8 in math is equal to or within 5% of the school's peer group.	The percent of students proficient on the M-STEP in grades 3-8 in math is equal to or within 10% of the school's peer group.	The percent of students proficient on the M-STEP in grades 3-8 in math is 11% or lower than the school's peer group.

	SAT Compared to Peers	Compares JPEC with all high schools within Jackson County.	https://www.mischooldata.org/ParentDashboard/ParentDashboardSatProficient.aspx	The percent of students proficient on the SAT is greater than the school's peer group.	The percent of students proficient on the SAT is equal to or within 5% of the school's peer group.	The percent of students proficient on the SAT is equal to or within 10% of the school's peer group.	The percent of students proficient on the SAT is 11% or lower than the school's peer group.
School Culture	Student Retention	The percent of students transferring out of the school at the end of year. In 2018-19 the state average was 7%.	https://www.mischooldata.org/ParentDashboard/ParentDashboardMobility.aspx	The percent of students transferring out of the school is 5% or less.	The percent of students transferring out of the school is 6-8%.	The percent of students transferring out of the school is 9-10%.	The percent of students transferring out of the school is greater than 10%.
	Teacher Retention	The percent of teachers that remained employed by the school after one year.	https://www.mischooldata.org/ParentDashboard/ParentDashboardTeacherRetention.aspx	The percent of teachers remaining at the school after one year is 84% or greater.	The percent of teachers remaining at the school after one year is 80%-83%.	The percent of teachers remaining at the school after one year is 75%-79%.	The percent of teachers remaining at the school after one year is 74% or lower.
	Student Attendance	The total number of days a student is in attendance divided by the possible days they could have attended. In 2018-19 the state average was 93%.	https://www.mischooldata.org/ParentDashboard/ParentDashboardAttendance.aspx	The attendance rate for the school is greater than 93%.	The attendance rate for the school is 85-93%.	The attendance rate for the school is 75%-84%.	The attendance rate for the school is 75% or lower.
	Family Survey	The percent of families that rate overall satisfaction with the schools program at a rating of (e.g. top box, satisfied or very satisfied, etc.)	The percent of families that complete and return the school's survey must be greater than 66% of total enrollment.	greater than 80%.	between 65% and 79%	50-64%	<50%
	Audit Findings	The number of material findings found on the school's audit.	https://www.michigan.gov/mde/0,4615,7-140-6605_9091--,00.html	No material audit findings.	Only one material audit finding.	Two material audit findings.	Three or greater material audit findings.
Financial Performance							

	Unrestricted cash on hand	Unrestricted refers to monies that can be used for general operating expenses. Total expenses - depreciation (i.e., a non-cash expense) / 365		>60 days	30-60 days	20-29 days	<20 days
	Enrollment Variance - Budget to Actual	Budgeted enrollment approved in June versus the audited enrollment in the fall count.			The variance was 15% or less.		The variance was greater than 15%.
Organizational Performance	Operational Compliance	The extent to which accurate and complete documents are submitted to to the authorizer or other agency in accordance with the Annual Calendar of Reporting Requirements	https://epicenternow.org/features/compliance/	100% of documents were submitted on time.	95%-99% of documents were submitted on time.	90%-94% of documents were submitted on time.	89% or less of documents were submitted on time.
	Special Education Compliance	As reported by the MDE department and ISD responsible for Special Education oversight	https://training.catamaran.partners/wp-content/uploads/2017/07/Compliance-Standards-for-Special-Education-10.2.13-ACCESS.pdf		All compliance standards in Catamaran are met.		All compliance standards in Catamaran are not met.
	Pupil Accounting Compliance	As reported by the MDE department and ISD responsible for pupil accounting Education oversight	https://www.michigan.gov/documents/mde/MDE_PUPIL_MEMBERSHIP_AUDITING_MANUAL_2019-2020_FINAL_1-14-20_678303_7.pdf	No audit findings.	Only one audit finding.	Two audit findings.	Three or greater audit findings.
Other	Early College Credential Earners	Graduating students earning college credentials	https://www.iccm.edu/wp-content/uploads/Catalog-2021-2022.pdf	50% or more of graduates	49%-40% of graduates	39%-30% of graduates	Less than 30% of graduates

CONTRACT SCHEDULE 7
SECTION C

EDUCATIONAL PROGRAMS

**SCHEDULE 7
SECTION C
EDUCATIONAL PROGRAMS**

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.3, the Academy shall implement, deliver, and support the educational programs identified in this schedule.

Mission and Vision

Jackson Preparatory & Early College (JPEC) inspires excellence through passion and commitment – one student at a time.

The primary goal of JPEC is to prepare all students for college, work and life. The school will ensure that all students, beginning in 6th grade, are growing academically at a pace that places them on track to be college-ready, as defined by SAT's college ready benchmarks, and as demonstrated by success within dual enrollment at Jackson College and other post-secondary partners.

JPEC will meet its mission by offering an extended school day and modified year-round program, beginning with a rigorous preparatory experience in grades 6th through 8th. An individualized high school and early college program is provided in grades 9th through 12th in partnership with Jackson College, whereby some students will begin taking college courses as early as grade 9 and all students will do so by grade 11. One year beyond grade 12 is offered, which combined with the entire academic experience, will result in students earning an Associate's Degree.

JPEC will be recognized as a world-class, personalized, small learning community, by developing and implementing an environment that ensures success for all students in academics, on-time graduation, and college experiences.

Sub-Schools

The academy splits its district into two "sub-schools", one being the College Preparatory, housing grades 6-8, and the Early College, housing grades 9-12. Teachers in each school are assigned to Focus Groups, which function as "home rooms" or "advisories", and each sub-school holds regular faculty meetings focused on a school-aligned curriculum as well as elements of school-culture.

Across the district, teachers, based on their professional certifications, teach classes both in the College Preparatory and in the Early College, and routine, whole-district professional development is held, bringing both sub-schools together.

Competency Based Learning

JPEC believes education needs to be practical and applicable. Content area knowledge is demonstrated through a mastery of chosen skills in each class. The minimum demonstration of knowledge for promotion to the next course is 80% of the skills in a class. Mastery is defined as demonstrating 90% of the skills of a course. These proficiencies correlate to a 3.0 and 4.0 grade, respectively.

Because skills can be demonstrated at any time, students are not “time-gated” by being forced to remain in a class where they have demonstrated the minimum level of skills to reach Proficiency. Students who demonstrate skills in a whole-course pretest are promoted to the next level of the course sequence, allowing them to be challenged at their own pace.

Alternately, students are not penalized for what they were not able to demonstrate at the start of a class or in the middle of a term – the final grade of each class reflects the ultimate demonstration of knowledge and ability. This, in turn, means that a student who demonstrates 80% of the skills of a course after the end of a term will be granted a final grade that reflects that ability. Students not demonstrating proficiency by the end of a term are not necessarily required to restart a course, but rather pick up where they left off at the end of a previous term. In cases where a student has demonstrated a minimal understanding of a course, resulting in a 1.5 or below, they will be asked to take that course again, to ensure a base level of instruction is there to support the student in demonstrating the rest of the skills.

Curriculum

JPEC’s curriculum is aligned to the Common Core State Standards, Michigan Grade Level Content Expectations and Michigan Merit Curriculum where applicable. The core curriculum is developed by the Academic Council, made up of department chairs, and continuously evolving, improving and aligned to relevant state and national learning standards.

The curriculum scope and sequence will extend the minimum standards through accelerated learning practices and differentiated instruction. Mastery of the curriculum and constant monitoring of student attainment of the competencies outlined in the curriculum will be the basis on which teachers and administration make decisions about student progress through the JPEC curriculum.

JPEC will modify the curriculum when necessary to meet the needs of all students, including those below grade level, students with disabilities and English language learners. This will be done through the use of individualized learning plans for all students and by ensuring that students master competencies as they move through the curriculum.

Student Success

In addition to its core design, JPEC will ensure the success of all students by providing a range of instructional support services using a tiered Response to Intervention model. Targeted supplemental instruction and academic intervention services will be provided to students who meet established criteria on an ongoing basis during the extended school day. In addition, following each academic year, summer school will offer additional instructional days to minimize learning gaps and to provide enrichment opportunities to students who demonstrate adequate mastery of the curriculum within applicable subject areas and grade levels.

Each student at JPEC will be assigned to an Academic Coach to ensure that they are successful in moving through the curriculum and meeting their individual goals, thereby preparing them for college, work and life. This becomes critically important as students enter the high school and early college components of the program, as JPEC staff provide an individualized course of study that allows students to exceed state and national learning

standards.

Special Populations

JPEC will provide services to students with disabilities in compliance with the Individuals with Disabilities in Education Act and Section 504 of the Rehabilitation Act, as well as any other applicable federal, state and local rules and regulations. Individualized Education Programs will be the primary vehicle for meeting the needs of students with disabilities.

In accordance with federal law, JPEC shall offer all students, regardless of native language, equal opportunities with regards to access and opportunities at school. JPEC participates in a countywide consortium in conjunction with the Jackson County ISD to provide resources to English language learners.

JPEC also recognizes that as a magnet for high performing students, special considerations need to be made to foster the academic development of advanced students. JPEC offers test-out opportunities for all students, as well as personalized curriculums made at the request of parents and in collaboration with a district-appointed team.

Educational Development Plan

All students at JPEC will have Educational Development Plans in accordance with the guidelines established by the Michigan Department of Education and available at https://www.michigan.gov/documents/mde/EDP_Fundamentals_ADA2017_570694_7.pdf These plans will initially be developed in the middle school grades and will follow students through the high school and early college levels of the program, changing and evolving to document student achievement and experiences, as well as to establish rigorous goals for the future.

Each plan must include personal information, career goals, awareness of career opportunities and job openings, education/training goals needed for each career goal, assessment results, a plan of action, and a parent endorsement.

Graduation Requirements

The Early College graduation requirements are met by closely aligning with the [Michigan Merit Curriculum](#), which requires every student in Michigan to complete a base curriculum. JPEC requirements are as follows:

Subject Area	Unit Requirement	Required Courses
Math	4 Units	Algebra 1, Geometry, Statistics, and Algebra II
Science	4 Units	Biology, Chemistry
English	4 Units	
Social Studies	4 Units	US History, World History, Civics, Economics
PE/Health	2 Units	Physical Education, Health
Arts	2 Units	
Foreign Language	2 Units	

Personal Curriculum

As required in Michigan, a Personal Curriculum will be developed by the district for a student as

requested by the parent or guardian. There are four types of Personal Curriculum available to students, 1) Enrichment, 2) General Modified, 3) Based on IEP, 4) Transfer Students. Personal Curriculums give districts and students the flexibility to make certain modifications to the Michigan Merit Curriculum graduation requirements. Each Personal Curriculum is developed by the Provost and School Counselor in conjunction with the student and parent, and the President of the Academy must sign off on each one.

Assessment and Program Evaluation

In a program where mastery is the method of advancing to the next level, providing continuous feedback to students is critical. While JPEC is committed to summative assessments (e.g. state and interim formal assessments) and has established educational goals around those outcomes, formative assessments will play an integral role in the teaching and learning of our students, daily. The JPEC staff will use formative assessments as part of the instructional process, as formative assessments are based on “real time” results, allowing students and teachers to adjust the learning process while it is happening. These results will help shape individual student plans of study as teacher and student, together, identify learning goals, set clear criteria for success and design assessment tasks that will provide evidence of student learning.

JPEC will administer the State-mandated Michigan Student Test of Educational Progress exams in grades 6th through 9th and the Michigan Merit Exam in grade 11. In grades 6th through 8th, JPEC will also administer, three times per year, the Northwest Education Association (NWEA) Measures of Academic Progress (MAP) in reading, language, math and science. This system directly aligns with the educational goals established by JPEC, as two of the three goals included in Schedule 7, Section B are specific to student growth and student achievement, using all assessment tools identified.

The anticipated annual standards of student achievement and growth are aligned to the primary goal of JPEC, which is to prepare all students academically for college, work and life. The current State sponsored college readiness exam, JPEC will also administer the PSAT and SAT fall and spring of every year, for grades 8-11.

Post-Secondary Program Opportunities

JPEC is uniquely embedded on the campus of Jackson College. Jackson College serves as the primary dual enrollment partner of JPEC and the standard course of academics leads to every student earning postsecondary credits primarily with Jackson College. For students excelling beyond an associate degree or offerings that are available at Jackson College, JPEC has multiple college partners nearby, including Albion College, Spring Arbor University, Siena Heights University, and Baker College. Students may gain approval for dual enrollment at any of these partner institutions through the JPEC School Counselor following a demonstration of success in dual enrollment at Jackson College. JPEC will cover dual enrollment costs at these partner institutions at a rate equivalent to the cost of similar credit courses at Jackson College. Any costs beyond those that JPEC would cover at Jackson College will be the responsibility of the enrolling family and will be billed directly to that family by the enrolling college or university.

The partnership with Albion College is a unique partnership allowing JPEC students to pursue 300- and 400-level courses with a highly esteemed liberal arts university. Albion College offers counselor-approved JPEC students the opportunity to take two courses per term, except in the

student's 13th year, where students who commit to attending Albion after graduating are given the opportunity to enroll in a 3rd class at an additional rate to be billed to the student's family.

CONTRACT SCHEDULE 7
SECTION D

CURRICULUM

**SCHEDULE 7
SECTION D
CURRICULUM**

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.4, the Academy shall implement, deliver, and support the curriculum identified in this schedule.

Middle School

The curriculum has been reviewed and approved by Jackson College.

<https://jacksonpec.schoology.com/>

High School

The Early College graduation requirements are met by closely aligning with the Michigan Merit Curriculum, which requires every student in Michigan to complete a base curriculum. JPEC requirements are as follows:

The curriculum for the High School will follow the Michigan Merit Curriculum requirements. When students are academically prepared to enroll in Jackson College courses, they will be able to select, under the guidance of a Navigator, from the Jackson College Catalog, available here:

<http://www.jccmi.edu/student-services/catalog/>

CONTRACT SCHEDULE 7
SECTION E

METHODS OF PUPIL ASSESSMENT

METHODS OF PUPIL ASSESSMENT

Pursuant to Applicable Law and the Terms and Conditions of this Contract, the Jackson Preparatory & Early College ["JPEC"] shall properly administer all state-mandated academic assessments identified in the Code, as applicable, and all academic assessments identified below, as applicable, and in accordance with the requirements detailed in the Annual Calendar of Reporting Requirements annually issued by the Jackson College [the "College"].

JPEC shall authorize the College to have access to the JPEC Student/School Data Applications through the Center for Educational Performance and Information and to the electronic reporting system administered by the Michigan Department of Education to access the Academy's state assessment results, as applicable. JPEC shall ensure that those involved with the administration of these assessments are properly trained and adhere to the ethical standards and testing procedures associated with these assessments.

Academic Assessments to Be Administered:

- All state-mandated assessments
- NWEA Measures of Academic Progress (MAP)
 - The NWEA MAP shall be administered to all students in grades 6 through 8 in at least the Fall and the Spring assessment windows as defined in the Annual Calendar of Reporting Requirements.

CONTRACT SCHEDULE 7
SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

SCHEDULE 7
SECTION F
APPLICATION AND ENROLLMENT OF STUDENTS

Pursuant to Applicable Law and the Terms and Conditions of the Jackson College/Jackson Preparatory & Early College Charter Contract, including Article VI, section 6.7, the Academy shall comply with the application and enrollment requirements identified in this Schedule.

Enrollment Limits

Jackson Preparatory & Early College (JPEC or “Academy”) will offer grades 6 through 12. The maximum enrollment shall be 800 students. The Academy will annually adopt maximum enrollment figures prior to its application and enrollment period.

Requirements

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.

- JPEC enrollment shall be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, a public-school academy shall not enroll a pupil who is not a Michigan resident.
- JPEC admissions may be limited to pupils within a particular age range/grade level or any other basis that would be legal if used by a Michigan Public School District.
- The JPEC Board may establish a policy providing enrollment priority to siblings of currently enrolled pupils, JPEC Board members, JPEC employees, and students who transfer pursuant to matriculation agreements (see below).
- JPEC 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.
- If JPEC receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.

Matriculation Agreement

- The JPEC Board may enter into a matriculation agreement with another public school pursuant to section 504(4) of the Revised School Code.
- Before the JPEC Board approves a matriculation agreement, JPEC shall provide a draft copy of the agreement to the Jackson College President or designee for review.
- Any matriculation agreement entered into by JPEC shall be added to this Schedule 7, Section F through a contract amendment approved in accordance with the Charter Contract.
- Until the matriculation agreement is incorporated into the Charter Contract, JPEC is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Application Process

- The application period shall be a minimum of two weeks in duration, with evening and/or weekend times available.

- JPEC 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.
- 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.
- JPEC may neither close the application period nor hold a random selection drawing for unauthorized grades prior to receipt of written approval from the Jackson College President or designee.

Legal Notice or Advertisement

- JPEC shall provide legal notice or advertisement of the application and enrollment process in a local newspaper of general circulation. A copy of the legal notice or advertisement must be forwarded to the Jackson College President or designee.
- At a minimum, the legal notice or advertisement must include:
 - a. The process and/or location(s) for requesting and submitting applications.
 - b. The beginning date and the ending date of the application period.
 - c. The date, time, and place the random selection drawing(s) will be held, if needed.
- The legal notice or advertisement of the application period shall be designed to inform individuals that are most likely to be interested in attending JPEC.
- JPEC, 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.

Re-enrolling Students

- JPEC shall notify parents or guardians of all enrolled students of the deadline for notifying JPEC that they wish to re-enroll their child.
- If the JPEC Board has a sibling preference policy, 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 specific date can only apply to JPEC 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, JPEC must determine the following:
 - a. The number of students who have re-enrolled per grade or grouping level.
 - b. The number of siblings seeking admission for the upcoming academic year per grade.
 - c. If space is unavailable, JPEC must develop a waiting list for siblings of re-enrolled students.
 - d. The number of spaces remaining, per grade, after enrollment of current students and siblings.

Random Selection Drawing

A random selection drawing is required if the number of applications exceeds the number of spaces available.

Prior to the application period, JPEC shall:

- Establish written procedures for conducting a random selection drawing.
- Establish the maximum number of spaces available per grade or grouping level.
- Establish the date, time, place and person to conduct the random selection drawing.
- Notify the Jackson College President or designee of both the application period and the date of the random selection drawing, if needed. The Jackson College President or designee may have a representative on-site to monitor the random selection drawing process.

JPEC shall use a credible, impartial individual who is not employed by, under contract with, a member of the Board of, or otherwise affiliated with the Academy to conduct the random selection drawing. Further, JPEC shall:

- Conduct the random selection drawing in a manner that is open to parents, community members and members of the public who want to observe the process.
- Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.

JPEC shall notify applicants not chosen in the random selection drawing that they were not selected and that their name has been placed on JPEC'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.

CONTRACT SCHEDULE 7
SECTION G

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

SCHEDULE 7
SECTION G
SCHOOL CALENDAR AND DAY SCHEDULE

The Academy shall comply with the school calendar and school day schedule requirements identified in this schedule.

School Calendar

The Academy's school calendar shall comply with Sections 1175, 1284 and 1284a, if applicable, of the Code. The Academy's school calendar shall also comply with the minimum requirements set forth in Section 101 of the School Aid Act of 1979 (MCL 388.1701). The Academy Board must submit a copy of the Academy's school calendar to Jackson College in accordance with the Annual Calendar of Reporting Requirements. The Academy will observe all required holidays and required commemorative occasions.

School Day Schedule

The Academy Board must structure the Academy's school day schedule to meet the required number of instructional days and hours. The Academy Board must submit the annual school calendar and school day schedule to Jackson College prior to the commencement of each academic year.

CONTRACT SCHEDULE 7
SECTION H

AGE OR GRADE RANGE OF PUPILS

SCHEDULE 7
SECTION H
AGE OR GRADE RANGE OF PUPILS

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.9, the Academy shall comply with the age or grade ranges as stated in this schedule. The Academy will enroll students in grades 6 through 12. The Academy may add grades with the prior written approval of the authorizing body.

CONTRACT SCHEDULE 8

INFORMATION AVAILABLE TO THE PUBLIC & THE AUTHORIZER

SCHEDULE 8
INFORMATION AVAILABLE TO THE PUBLIC & THE AUTHORIZER

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article XI, Section 11.20, the Academy shall comply with this Schedule.

The Code provides that the board of directors of a public school academy shall make information concerning its operation and management available to the public and to the Authorizer in the same manner as is required by state law for school districts.

The Code provides that the board of directors of a public school academy shall collect, maintain, and make available to the public and the Authorizer, in accordance with applicable law and the Contract, at least all of the following information concerning the operation and management of the Academy:

1. A copy of the Academy's Charter Contract.
2. A list of currently serving members of the Academy Board, including name, address, and term of office.
3. Copies of policies approved by the Academy Board.
4. The Academy Board meeting agendas and minutes.
5. The budget approved by the Academy Board and any amendments to the budget.
6. Copies of bills paid for amounts of \$10,000.00 or more, as submitted to the Academy Board.
7. Quarterly financial reports submitted to the Authorizer.
8. A current list of teachers and administrators working at the Academy that includes individual salaries as submitted to the Registry of Educational Personnel.
9. Copies of the teaching or administrator's certificates or permits of current teaching and administrative staff.
10. Evidence of compliance with the criminal background and records checks and unprofessional conduct check required under sections 1230, 1230a, and 1230b of the Code for all teachers and administrators working at the Academy.
11. Curriculum documents and materials given to the Authorizer.
12. Proof of insurance as required by the Contract.
13. Copies of facility leases or deeds, or both.
14. Copies of any equipment leases.
15. Copies of any management contracts or services contracts approved by the Academy Board.
16. All health and safety reports and certificates, including those relating to the fire safety, environmental matters, asbestos inspection, boiler inspection, and food service.
17. Annual financial audits and any management letters issued as part of the Academy's annual financial audit, required under of the Terms and Conditions of the Contract.
18. Any other information specifically required under the Code.

INFORMATION TO BE PROVIDED BY THE ACADEMY'S EDUCATIONAL SERVICE PROVIDER (IF ANY)

Pursuant to the Terms and Conditions of this Contract, including Article XI, Section 11.20, the Authorizer authorizes the Academy Board to employ or contract for personnel according to the position information outlined in Schedule 5. Any Educational Service Provider Management Agreement entered into by the Academy must contain a provision requiring the educational service provider to provide to the Academy Board information concerning the operation and management of the Academy (including without limitation, but not limited to, the items identified above and annually the information that a school district

is required to disclose under Section 18(2) of the State School Aid Act of 1979, MCL 388.1618) available to the Academy Board in order to enable the Academy to fully satisfy its obligations under Section 11.20 of the Terms and Conditions.