

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.