

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

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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.

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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.

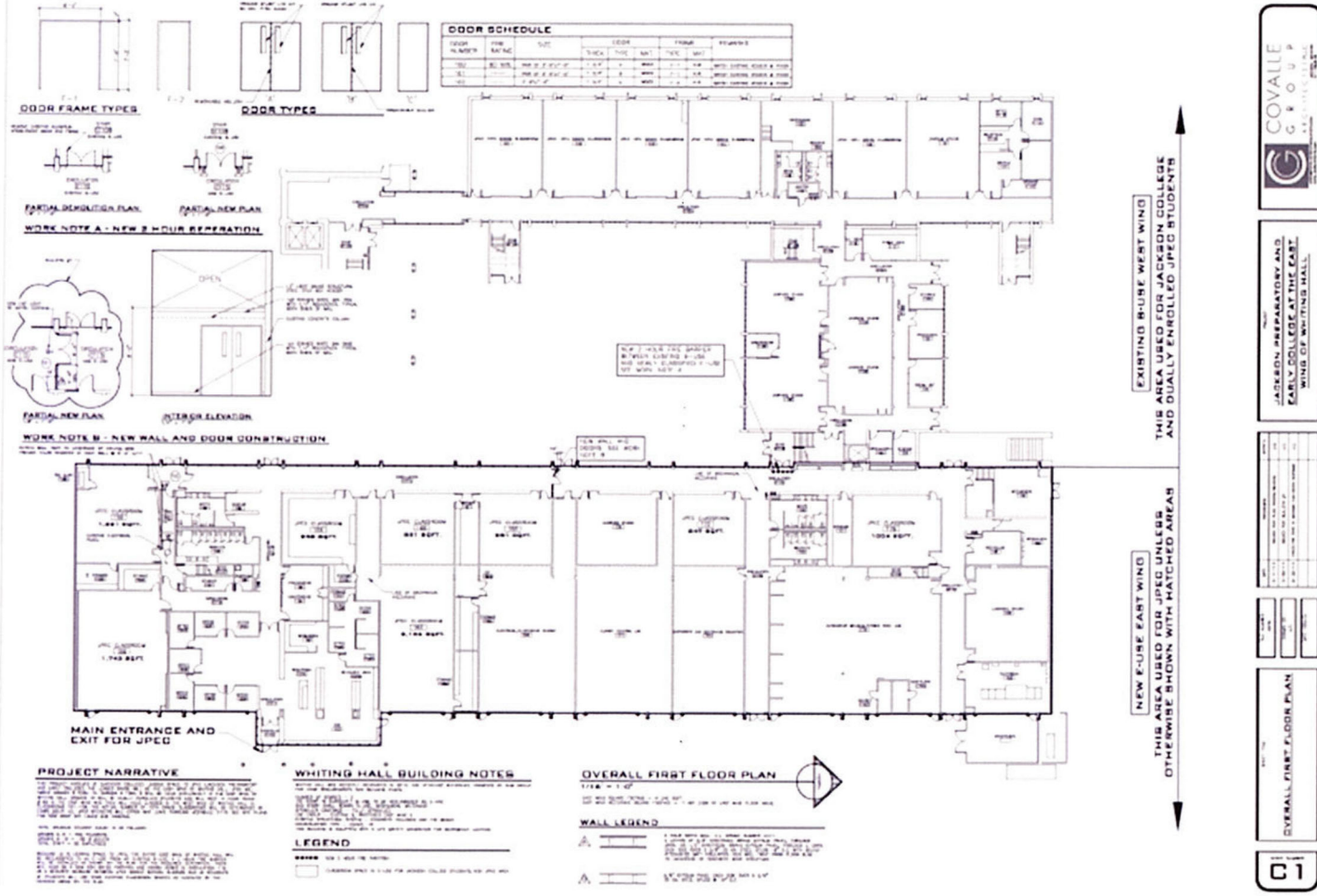
5. If the Sites described above is not used as the physical plant for the Academy, this Schedule 6 of this Contract between the Academy and the College must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical plant. 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

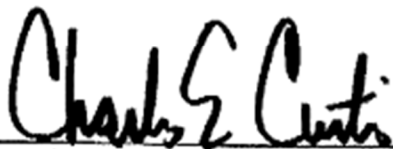
PERMANENT

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.

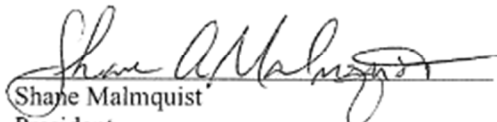
For JC:



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