

MATRICULATION AGREEMENT
University Preparatory Academy

This Agreement is entered into on the 22 day of August 2023, by and between Public School Academies of Detroit (“PSAD”), a body corporate and urban high school academy and Detroit Achievement Academy (“DAA”), a body corporate and public school academy.

PREAMBLE

WHEREAS, DAA is a public school academy serving students in grades K-8 and University Preparatory Academy (“UPREP ACADEMY”) is an urban high school academy district within PSAD serving students in grades K-12. DAA and UPREP ACADEMY (collectively the “Schools”) have like-minded families, similarly trained teachers, high expectations, rigorous academics, and similar behavior models.

WHEREAS, Section 504a(d) of the Revised School Code (the “Code”), being MCL 380.504a(d), authorizes a public school academy to enter into binding legal agreements with persons or entities for the operation, management, financing, and maintenance of the public school academy.

WHEREAS, Section 525(d) of the Code, being MCL 380.525(d) authorizes an urban high school academy to enter into binding legal agreements with persons or entities for the operation, management, financing, and maintenance of the urban high school academy.

WHEREAS, Section 504(4)(b) of the Code, being MCL 380.504(4)(b), authorizes a public school academy to give enrollment priority to a student who transfers to the public school academy from another public school pursuant to a matriculation agreement between the two schools, if certain conditions are met.

WHEREAS, Section 524(4)(b) of the Code, being MCL 380.504(4)(b) authorizes an urban high school academy to give enrollment priority to a student who transfers to the urban high school academy from another public school pursuant to a matriculation agreement between the two schools, if certain conditions are met.

WHEREAS, Grand Valley State University (“GVSU”) serves as the authorizing body for PSAD. Pursuant to the charter contract between GVSU and PSAD, PSAD has the authority to enter into matriculation agreements with other public school academies after review of such agreements by the GVSU charter schools office.

WHEREAS, GVSU serves as the authorizing body for DAA. Pursuant to the charter contract between the GVSU and DAA, DAA has the authority to enter into matriculation agreements with other public school academies after review of such agreements by the GVSU Charter Schools Office.

WHEREAS, pursuant to the authority conferred upon the Schools by the Code and GVSU, the Schools desire to enter into this Agreement to establish this arrangement for the matriculation of qualified students from DAA as the sending school to UPREP ACADEMY as the receiving school.

WHEREAS, the Schools consider it in their best interest, in the interest of their pupils and their educational missions to enter into this Agreement, on the terms and conditions contained herein.

THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

1. **TERM.** This Agreement shall become effective as of 08-22-23 2023, provided that it has been approved by both Schools' Boards of Directors and submitted to each school's respective authorizing body. This Agreement shall be automatically renewed annually, unless it is terminated according to the terms contained herein.
2. **QUALIFIED STUDENTS.** Students who meet all of the following requirements are deemed to be qualified for enrollment priority under this Agreement:
 - a. The student was enrolled at DAA at any time during elementary school;
 - b. The student was not expelled from DAA;
 - c. The student has completed 8th grade from any school, including home school; and
 - d. The student is eligible to enroll at a Michigan public school.
3. **APPLICATION FOR MATRICULATION.** Qualified students seeking an enrollment priority at UPREP ACADEMY shall submit an application for enrollment to UPREP ACADEMY during the open enrollment period as set forth in UPREP ACADEMY's Admissions Policy (incorporated as Exhibit A).
4. **ENROLLMENT PRIORITY.** The enrollment priority for qualified students shall be determined according to UPREP ACADEMY's Admissions Policy (incorporated as Exhibit A).
5. **ENROLLMENT.** Qualified students are required to attend school at UPREP ACADEMY on the first day of school in order to be enrolled. Any qualified student who does not attend the first day of school and who does not obtain an excused absence from UPREP ACADEMY before the end of that school day shall forfeit his or her priority to enroll at UPREP ACADEMY.
6. **LIMITATION ON PREFERENCE; OVER-ENROLLMENT.** Notwithstanding the preference granted by this Agreement, UPREP ACADEMY shall continue to enroll at least 5% of its pupils using a random selection process, as required under the Code. If the number of applications for enrollment from DAA exceeds 95% of available capacity at the close of the enrollment period for DAA, UPREP ACADEMY shall first allocate the minimum number of pupils required to be selected at random to those grades, if any, which are not at capacity in order to accommodate the maximum number of students possible from DAA. Then, if necessary, the maximum number of pupils from DAA shall be restricted as necessary to meet the 5% random selection requirement by lottery among students from

DAA. Any students from the Sending School not chosen shall be entered into the random selection process for other enrollees.

If the number of students from DAA exceeds capacity of UPREP ACADEMY at a grade level or levels, students from DAA shall be randomly selected, and a waiting list established based on the order of selection.

7. **RECORDS TRANSFER.** Upon receipt of a records release form properly completed by UPREP ACADEMY and the parent or guardian of the qualified student, DAA shall transfer the student's records to UPREP ACADEMY no later than thirty (30) days after receipt of the records release form.
8. **TERMINATION.** This Agreement may be terminated by either party at any time for any reason upon ninety (90) days' written notice. If such notice is given more than ninety (90) days before the end of the open enrollment period, then there shall be no enrollment priority for qualified students for the subsequent school year. If the notice is given any time thereafter, the qualified students who applied for enrollment priority at UPREP ACADEMY shall receive the priority for the subsequent school year pursuant to the terms of this Agreement. This Agreement shall be terminated automatically if the charter contract for either of the Schools is terminated or revoked.

A School which has requested termination of its charter, or which has received notification from its authorizing body or the State Board of Education of the commencement of revocation proceedings shall promptly provide written notice of such action to the other School.

9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the Schools pertaining to the subject matter of this Agreement and supersedes all previous verbal and written agreements, including, without limitation, agreements which may have been entered into between the Schools at an earlier time. This Agreement may only be modified by subsequent written agreement authorized and executed by the Schools and approved by each school's respective authorizing body.
10. **EFFECT OF AGREEMENT.** Nothing in this Agreement shall prohibit UPREP ACADEMY from providing enrollment priority to any or all of the following pursuant to Section 524(3)-(4) of the Code, being MCL 380.524(3)-(4):
 - a. A student who was enrolled at UPREP ACADEMY in the preceding school year.
 - b. A sibling of a student enrolled at UPREP ACADEMY.
 - c. A child of a person who is employed by UPREP ACADEMY or who is on the Public School Academies of Detroit's Board of Directors.

Nothing in this Agreement shall prohibit either School from entering into a matriculation agreement with any other school.

If either School contemplates entering into any additional matriculation agreement with another public school academy, that School shall inform the other party to this Agreement as soon as possible, but not later than the time of approval of such other matriculation agreement by either party thereto, or approval by either party's authorizing body. The School entering into the other matriculation agreement shall provide full information about that agreement upon request, including but not limited to information about the number of students and the capacity of each party to said other matriculation agreement, a copy of the other matriculation agreement, and any other information pertinent to that agreement.

If UPREP ACADEMY enters into matriculation agreements with other public school academies subsequent to this Agreement, students in DAA herein shall have priority for enrollment during the term of this agreement over students from any other sending school, unless the Schools otherwise agree in writing.

11. **REPORTING.** Each School shall promptly, and not more than fourteen (14) days following written request, provide to the other School information pertinent to the administration of this Agreement, including but not limited to information regarding numbers of students, numbers of applications for enrollment by students from UPREP ACADEMY to DAA and numbers of students enrolled pursuant thereto, and, subject to State and Federal privacy laws, the reason that any applying student of DAA was not enrolled.
12. **COOPERATION; INFORMATION.** The Schools shall cooperate together to provide information about the Schools to prospective students and families from DAA consistent with State and Federal privacy and similar laws, pertaining to its programs and enrollment procedures.
13. **ASSIGNMENT.** This contract is not assignable by either School without the prior written consent of the other School, and the authorizing bodies of both Schools.
14. **NOTICES.** Any and all notices permitted or required to be given under this Agreement shall be deemed duly given by registered or certified mail with return receipt requested (or by Federal Express or United Parcel Service next day delivery). Each such notice shall be sent to the respective party at the address indicated below or to any other address or person as the respective party may designate by notice delivered pursuant hereto:

To DAA:

[insert] 7000 Outer Drive W
Detroit, MI 48235

To UPREP ACADEMY:

[insert] 485 W. Milwaukee Ave Suite 300C
Detroit, MI 48202

To PSAD:

[insert] 485 W. Milwaukee Ave Suite 300C
Detroit, MI 48202

With a copy to:

Peter H. Webster
Aimee R. Gibbs
Dickinson Wright PLLC
350 S. Main St., Suite 300
Ann Arbor, Michigan 48104

15. COMPLIANCE WITH LAW. This Agreement shall at all times remain in compliance with the Code and other applicable law. Pursuant to Section 504(4)(b) of the Code, being MCL 380.504(4)(b), and Section 524(4)(b), being MCL 380.524(4)(b), as written at the time this Agreement is executed:

- a. The Schools shall remain separate and independent public schools;
- b. UPREP ACADEMY shall select at least 5% of its students for enrollment using a random selection process; and
- c. Any student who was enrolled at DAA at any time during elementary school and who was not expelled from DAA shall be allowed to enroll at UPREP ACADEMY in accordance with the terms of this Agreement.

If there is a change in law which alters or amends the authority of the Schools to operate under this Agreement, this Agreement shall be altered or amended, to the extent possible, to reflect the change in existing law.

16. SEVERABILITY. If any provision in this Agreement 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 Agreement. If any provision of this Contract shall be or become in violation of any local, state or federal law, such provision shall be considered null and void and all other provisions shall remain in full force and effect.

17. NON-WAIVER. Except as provided herein, no term or provision of this Agreement 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 consent to, waiver of, or excuse for any different or subsequent breach or default.


18. GOVERNING LAW. This Agreement 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.

- 19. COUNTERPARTS.** This Agreement 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.
- 20. ACCESS TO COPIES OF CONTRACT.** The Schools agree to make copies of this Agreement available, for public inspection, at their administrative offices during normal business hours.
- 21. CONSTRUCTION.** This Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Agreement.
- 22. 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.
- 23. NO THIRD-PARTY RIGHTS.** This Agreement is made for the sole benefit of the Schools to further their educational purposes. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship between the parties hereto, or either of them, and any prospective students, including a relationship in the nature of a third party beneficiary or fiduciary.
- 24. AMENDMENT.** Any amendment of this Agreement shall be in writing, and shall take effect upon approval of each School's board and, if required, by each School's authorizing body.
- 25. AUTHORIZATION.** The Agreement will be sent once executed to each Schools' Authorizer, in accordance with the terms of each Schools' charter contract.

[SIGNATURE PAGE(S) FOLLOW]

IN WITNESS WHEREOF, the Schools have executed this Agreement on the date written above.

DETROIT ACHIEVEMENT ACADEMY

By: 

Board President

Its: _____

PUBLIC SCHOOL ACADEMIES OF DETROIT

By: 

Its: BOARD PRESIDENT

EXHIBIT A: UPREP ACADEMY ADMISSIONS POLICY

[Attach revised Admissions Policy giving enrollment priority to students from DAA.]



Detroit Achievement Academy District Leadership Team Salary Scale

2023-2024

Approved 9.12.23

Y1 : \$80,000

Y2 : \$82,000

Y3: \$83,500

Y4 : \$85,000

Y5 : \$90,000

Y6 : \$92,500

Y7 : \$95,000

Y8 : \$96,000

Y9 : \$98,000

Y10 : \$105,000

Y11 : \$106,000

Y12 : \$108,000

Y13 : \$110,000

Y14 : \$112,000

Y15 : \$115,000

Steps are based on years experience in Leadership with the Detroit Achievement Academy District.

This scale is meant to be a sample or estimate of future leadership team salaries and is not guaranteed or set in stone.

All leadership team salaries are based on prior year enrollment, school budget and other factors. Leadership team offers may differ from this scale depending on size of team, scope of job description, school enrollment, staffing budget or range of grade levels / content areas covered.

All leadership team offers are subject to Executive Director and School Board approval on an individual, case-by-case basis.

LB

Board President

09 / 25 / 2023



Support and Instructional Staff Salary Schedule

Board Approved 9.12.23

2023-2024

	HS/Permit	BA Support (no credential)	MA Support (no credential)	BA Teacher	MA Teacher	High Need Credential
1-3	\$42,000	\$44,000	\$46,000	\$48,000	\$50,000	\$52,000
4	\$42,840	\$44,880	\$46,920	\$48,960	\$51,000	\$53,040
5	\$43,697	\$45,778	\$47,858	\$50,918	\$53,040	\$55,162
6	\$44,571	\$46,693	\$48,816	\$52,955	\$55,162	\$57,368
7	\$45,462	\$47,627	\$49,792	\$55,073	\$57,368	\$59,663
8	\$46,371	\$48,580	\$50,788	\$57,276	\$59,663	\$62,049
9	\$47,299	\$49,551	\$51,803	\$59,567	\$62,049	\$64,531
10	\$48,245	\$50,542	\$52,840	\$61,950	\$64,531	\$67,113
11	\$49,210	\$51,553	\$53,896	\$64,428	\$67,113	\$69,797
12	\$50,194	\$52,584	\$54,974	\$67,005	\$69,797	\$72,589
13	\$51,198	\$53,636	\$56,074	\$69,685	\$72,589	\$75,492
14	\$52,222	\$54,708	\$57,195	\$72,473	\$75,492	\$78,512
15	\$53,266	\$55,803	\$58,339	\$75,372	\$78,512	\$81,653
20				\$90,000	\$100,000	\$105,000
30				\$110,000	\$120,000	\$125,000
40				\$140,000	\$150,000	\$155,000

Board President

09 / 25 / 2023

Notes:

- Steps on the salary schedule are aligned to years of relevant experience.
- Current staff above step 15 will be eligible for a 4% increase in salary per year after their first year of employment.
- Staff hired prior to December 14th, 2022 will be offered their current salary rate in the 2023-2024 school year, or advance to appropriate steps (commensurate upon total relevant experience – whichever is a higher rate). Returning teammates will not be offered less than their 2022-2023 offered annual salary rate.
- These salary rates do not include incentive programs such as 5 Year Tenure Salary, Return to the Classroom Fund, or Special Education placement stipends. These programs and eligibility criteria can be found on the staff website.



Board President

9/12/23

BOARD MEETING MINUTES // 8.8.23
Detroit Prep // 8411 Sylvester St, Detroit, MI 48214
6:00p

Mission: Detroit Achievement Academy exists to holistically support the education and development of students who have the determination, drive, and skills to shape their own path of high achievement with the ultimate goal of creating civically engaged, joyful citizens who are ready to change the world.

- I. CALL TO ORDER - 6:20pm by Greg DeMars
- II. ROLL CALL - Present: Trevor Duke, Lindsey Barrett, Lenora Hanks, Greg DeMars;
Absent/Excused: Lewis Butler, Sarah Beaubien, Jared Stasik
- III. APPROVAL OF AGENDA - Motion to approve: Lenora Hanks, Second: Lindsey Barrett;
Approved 4-0
- IV. PUBLIC COMMENT ON AGENDA ITEMS
A section of the agenda has been reserved for public comment. You are welcome to address the board during this time. If you'd like to speak, be aware of the following items:
 - a. Stand and state your name and the topic you'd like to address.
 - b. Please limit your comments to 3 minutes or less so that everyone has a chance to speak.
 - c. The board reserves the right to not address any/all public comments.
- V. FINANCIAL REPORT (Greg DeMars) - Updated financials will be presented in September
- VI. AUTHORIZER UPDATE - Merrideth Okonkwor announces staffing changes at GVSU Charter Schools Office, reminds boards of renewed continuing education requirements, reminds board members of new legislative updates, invites to Principal's meeting October 17th from 11am-1pm, Board members should expect an email soon with housekeeping updates and reminders from GVSU
- VII. SCHOOL REPORTS (Kyle Smitley) - reports on enrollment, previous year attendance, family engagement, organizational charts with hiring updates, achievement data. Board poses questions regarding math data and curriculum. Reminder that September 16th is the 10 year anniversary party for DAA.
 - A. DAA
 - B. DP

VIII. DISCUSSION ITEMS

- A. 2023-24 Contracts Over \$25,000 - financial management contract reviewed, board poses questions
- B. DAA/DP Parent + Family Handbooks, HR Handbook - board reviews
- C. Section 98 Learning Loss EOY Report - board reviews

IX. ACTION ITEMS - Motion to approve all action items: Lenora Hanks; Second: Trevor Duke; Approved 4-0

- A. Approve 2023-2024 Contracts Over \$25,000
- B. Approve DAA and DP Parent and Family Handbooks, HR Handbook

X. BOARD COMMENT ON NON-AGENDA ITEMS - Greg DeMars comments that data looks impressive and keep up the good work.

XI. ADJOURNMENT - 7:35pm

This meeting is a meeting of the Board of Directors in public for the purpose of conducting the Academy's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in agenda.

LB

9/12/23

Title	Board Meeting Documents for Signature - 9.12.23
File name	Board Meeting Docs for Signature.pdf
Document ID	1f54a35962c7be96e5884b2f6ef3bf77e2056953
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

09 / 14 / 2023

15:18:55 UTC

Sent for signature to Lewis Butler
 (lewis@detroitachievement.org) from
 alexa@detroitachievement.org
 IP: 107.1.75.154



VIEWED

09 / 25 / 2023

18:57:40 UTC

Viewed by Lewis Butler (lewis@detroitachievement.org)
 IP: 107.5.212.230



SIGNED

09 / 25 / 2023

19:04:52 UTC

Signed by Lewis Butler (lewis@detroitachievement.org)
 IP: 107.5.212.230



COMPLETED

09 / 25 / 2023

19:04:52 UTC

The document has been completed.