EDUCATION ACHIEVEMENT
AUTHORITY of Michigan

EDUCATION ACHIEVEMENT AUTHORITY of Michigan
Board of Directors & Executive Committee

SPECIAL MEETING AGENDA

Date: Wednesday, September 11, 2013 **Time:** 2:00 pm
Location: Cadillac Place Building, State of Michigan
3022 W. Grand Blvd., First Floor, Room L-150
Detroit, Michigan 48202

EDUCATION ACHIEVEMENT AUTHORITY
300 River Place, Suite 3600
Detroit, Michigan 48207
(313) 456-3010
www.michigan.gov/eas

EDUCATION ACHIEVEMENT AUTHORITY
X BOARD OF DIRECTORS
X EXECUTIVE COMMITTEE
X SPECIAL MEETING

Date: Wednesday, September 11, 2013
Time: 2:00 p.m.
Location: Cadillac Place Building, State of Michigan
3022 W. Grand Blvd., First Floor, Room L-150
Detroit, Michigan 48202

AGENDA

Call To Order

I. Roll Call

II. Approval of Agenda

III. Chancellor Updates

a. Enrollment Cook Out – August 31, 2013
b. First Day of School – September 4, 2013
c. Human Capital Update

IV. Old Business

a. Approval of Minutes of the August 15th Audit Committee Meeting
b. Approval of Minutes of the August 15th Public Hearing on Anti-Bullying Policy
c. Approval of Minutes of the August 15th Regular Board Meeting of the Joint Board of Directors and Executive Committee
d. Approval of Minutes of the September 4th Special Board Meeting of the Joint Board of Directors and Executive Committee

V. New Business

a. Executive Committee Action Items

HUMAN RESOURCES

i. Proposed Human Capital Report

ACTION ITEMS:
Resolution 2013-48: Approval of Human Capital Report

CURRICULUMS, PROGRAMS & ASSESSMENTS

ii. Proposed Master Service Agreement(s) with Matchbook Learning for blended instruction specialists at Brenda Scott and Burns Schools

iii. Proposed Master Service Agreement with Detroit Parent Network for professional development
iv. Proposed First Amendment to Master Service Agreement with Alkebu-lan Village for alternative education programming

ACTION ITEMS:
Resolution 2013-49(a) & (b): Approval Master Service Agreements with Matchbook Learning
Resolution 2013-50: Approval Master Service Agreement with Detroit Parent Network
Resolution 2013-51: Approval First Amendment to Master Service Agreement with Alkebu-lan Village

PUBLIC SAFETY AND ATHLETICS

v. Proposed Service Order to Master Service Agreement with Detroit Public Schools for Police Service support
vi. Proposed Employment Agreement with Robert Giles, Jr. as Athletic Consultant

ACTION ITEMS:
Resolution 2013-52: Approval of Service Order with Detroit Public Schools
Resolution 2013-53: Approval of Employment Agreement with Robert Giles, Jr.

ACTION ITEM:
Resolution 2013-54: Approval of the Revised 2013-2014 Joint EAA Board of Directors/Executive Committee Regular Meetings Schedule

VI. Public Comment

VII. Adjournment

EDUCATION ACHIEVEMENT AUTHORITY of Michigan

Chancellor Updates

EDUCATION
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of Michigan

Report on Enrollment Cookout

(To be provided at the meeting)

Education Achievement Authority OPEN ENROLLMENT Cookout

LAST CHANCE TO ENROLL

before school starts Wednesday, September 4!

Saturday, August 31

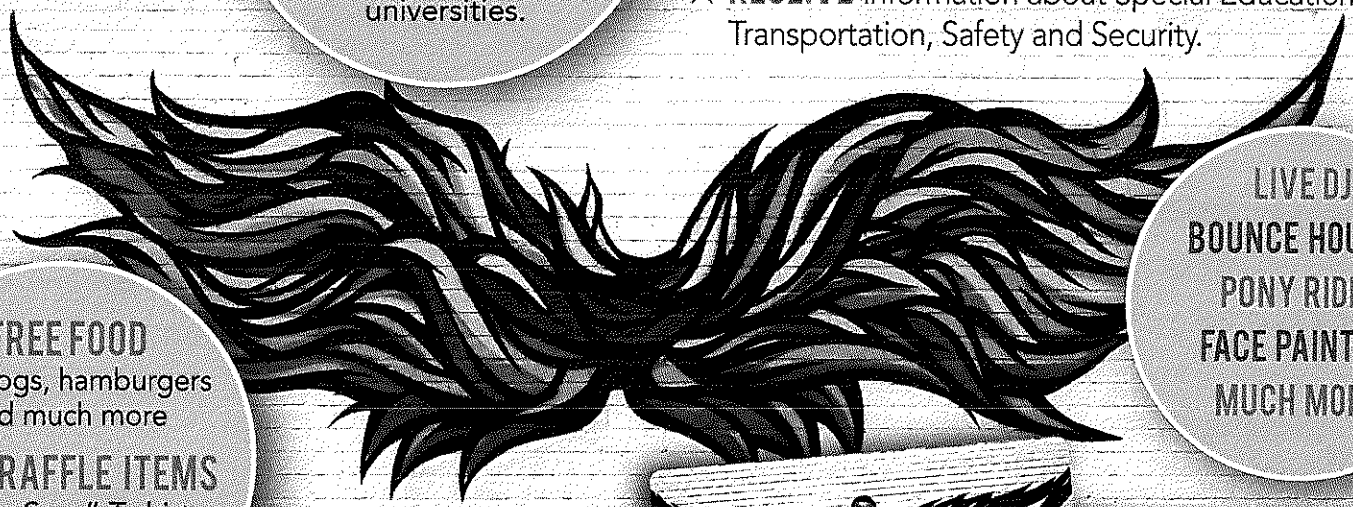
Belle Isle Casino

10 a.m. to 3 p.m.

OPEN ENROLLMENT
for all students Pre-Kindergarten to 12th grade.

- ★ **DISCOVER** how Education Achievement Authority Students learn so fast. Attend our student-centered learning presentation.
- ★ **ENROLL** your students in Pre-Kindergarten and Kindergarten.
- ★ **MEET** the Education Achievement Authority Chancellor, Principals and Teachers.
- ★ **ENROLL** incoming freshmen at one of our six high schools – meet the staff and learn about programs offered.
- ★ **RECEIVE** information about Special Education, Transportation, Safety and Security.

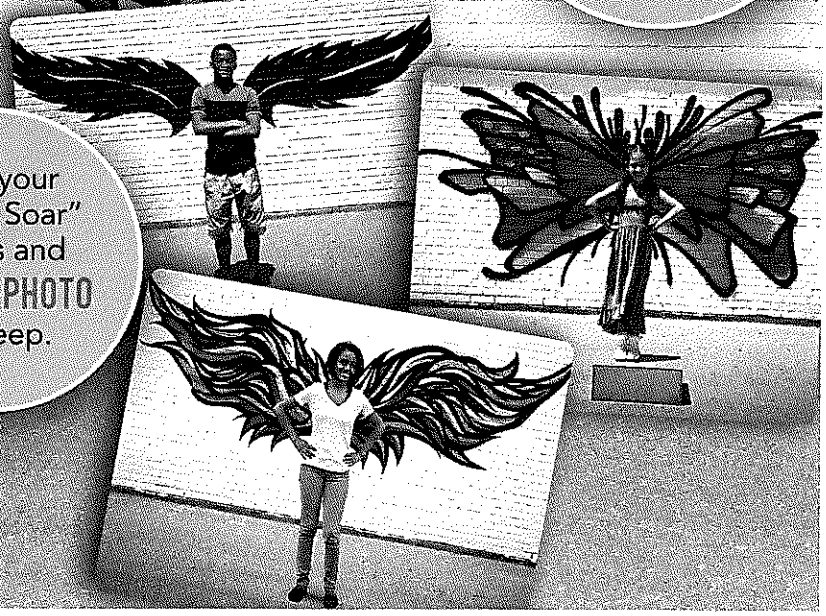
Seniors and juniors can **COMPLETE APPLICATIONS** to earn college credit and paid apprenticeships; **TALK WITH** partner colleges and universities.



LIVE DJ
BOUNCE HOUSES
PONY RIDES
FACE PAINTING
MUCH MORE!

FREE FOOD
Hot dogs, hamburgers and much more

FREE RAFFLE ITEMS
"I Can Soar" T-shirts and backpacks with FREE supplies



Pick your "I Can Soar" wings and **TAKE A PHOTO** to keep.

FREE SCHOOL UNIFORM VOUCHERS
Meet Curious George* and Receive Free Books while supplies last.

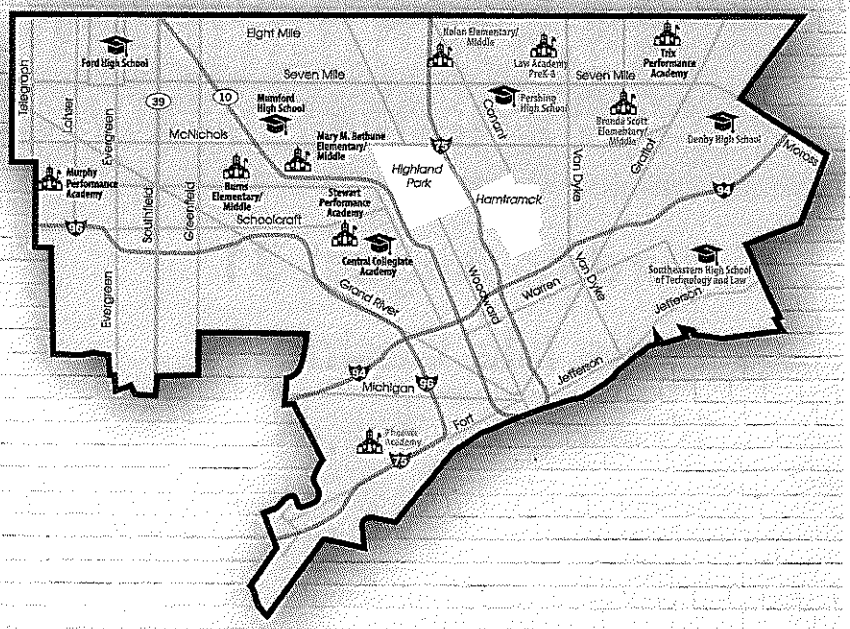
*character from Houghton Mifflin Harcourt reading and literacy program

SHUTTLES to the Open Enrollment Cookout will be available.

Pick up locations are at the Education Achievement Authority High Schools listed below.

The shuttle service will begin at 9:30 a.m. and run continuously throughout the day.

The last shuttle back to the high schools will depart Belle Isle at 3 p.m.



SHUTTLE PICK UP LOCATIONS at these high schools

Central Collegiate Academy
2425 Tuxedo Street
Detroit, MI 48206
313-252-3000

Denby High School
12800 Kelly Road
Detroit, MI 48224
313-886-7200

Henry Ford High School
20000 Evergreen Road
Detroit, MI 48219
313-494-7567

Mumford High School
17525 Wyoming Street
Detroit MI, 48226
313-416-7400

Pershing High School
18875 Ryan Road
Detroit, MI 48234
313-866-7700

Southeastern High School of Technology
3030 Fairview Street
Detroit, MI 48214
313-866-4500

Elementary/Middle Schools

Brenda Scott Elementary/ Middle School
18440 Hoover Street
Detroit, MI 48205
313-866-6700

Burns Elementary/Middle School
14350 Terry Street
Detroit, MI 48227
313-852-0534

Law Academy Pre-Kindergarten–8
19411 Cliff Street
Detroit, MI 48234
313-866-3400

Mary M. Bethune Elementary/Middle School
8145 Puritan Street
Detroit, MI 48221
313-494-3830

Nolan Elementary/ Middle School
1150 E. Lantz Street
Detroit, MI 48203
313-866-7730

Phoenix Multicultural Academy
7735 Lane Street
Detroit, MI 48209
313-849-2419

Education Achievement Authority schools give students the wings to soar.

For more information about Education Achievement Authority schools, call
313.456.3010
or visit *ICanSoar.org*

EDUCATION
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Report on the First Day of School

(To be provided at meeting)

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Human Capital Update

(To be provided at meeting)

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Old Business

SPECIAL MEETING
EDUCATION ACHIEVEMENT AUTHORITY

_X_ AUDIT COMMITTEE MEETING

Date: August 15, 2013
Time: 2:00 PM
Location: Wayne County Community College District (WCCCD)
Downtown Campus – Conference Room 236
1001 Fort Street
Detroit, Michigan
Detroit, Michigan 48226

MINUTES

The EAA Audit Committee Meeting was called to order by Chairperson Morris at 12:00 PM. Member Goss introduced the committee members and also welcome the public to this newly formed committee.

I. Roll Call

Chairperson Morris asked Tyrone Winfrey to call the roll of the Audit Committee.

Carol Goss, Director	☒Present	☐Absent
Michael Morris, Chairperson	☒Present	☐Absent
Mark Murray*, Director	☒Present	☐Absent
Shirley Stancato, Director	☒Present	☐Absent

A quorum of the EAA Audit Committee was determined. *Member Murray was present via conference call.

II. Presentation on EAA's (Estimated) Statement of Activities Summary and Detail FY 2013

Chairperson Morris introduced Harry Pianko, EAA's Chief Financial Officer, for the presentation on the EAA's (Estimated) Statement of Activities Summary FY 2013 and stated that all information discussed would be accessible on the www.michigan.gov/eaa website.

Mr. Pianko reviewed the following areas of the (Estimated) Statement of Activities Summary, Detail and Net Assets FY 2013.

- Revenue
  - Actual
  - Encumbered
  - Total
  - Budget
  - Difference
- Expenditures
  - Actual
  - Encumbered
  - Total
  - Budget
  - Difference

Chairperson Morris thanked Mr. Pianko for his overview and asked the Audit Committee if they had any questions.

Chairperson Morris thought that this report was greatly reviewed.

Harry Pianko continued his overview of EAA's (Estimated) Statement of Activities Summary and Detail FY 2013.

Chairperson Morris asked what the ERATE Program was. Mr. Pianko discussed. Chairperson Morris asked if these were State or Federal Funds and asked Chancellor Covington to review. Chancellor Covington gave a more thorough overview on ERATE. Chairperson Morris thanked Chancellor Covington for his overview.

Chairperson Morris asked about compensatory education. Mr. Pianko introduced Karen Donahue, EAA's Controller, for a more thorough overview. Ms. Donahue reviewed compensatory education. Chairperson Morris stated that he was more concerned about the funds for maintenance and asked if Plante Moran could review this detail more thoroughly. Mr. Pianko stated that the majority of the funds listed were for leasing fees. Chairperson asked how Aramark was currently doing. Mr. Pianko gave an update.

Chairperson Morris asked the committee members if there were any additional questions.

Member Stancato stated that her interest was the same as Chairperson Morris' question on the funds for Maintenance. Chairperson Murray also suggested a more thorough overview. Chairperson Morris introduced Chancellor Covington to discuss more updates on Aramark's services. He stated that although they were very organized and doing a fine job; there is more to do in reference to grounds and shrubbery. He stated that this has also been addressed. Chairperson Morris stated that Aramark should be held to EAA's expectations.

Mr. Pianko continued his overview of EAA's (Estimated) Statement of Activities Detail FY 2013 in reference to payables and receivables.

Chairperson Morris asked about the column format as well as restricted/unrestricted net assets. Mr. Pianko reviewed.

Chairperson Morris asked the Audit Committee Members if there were any additional questions. There were none.

Chairperson Morris suggested to Chancellor Covington that a list of contractors hired by the EAA as well as a more thorough overview of their services being provided to the Audit Committee.

Chairperson Morris asked the Audit Committee if there were any additional questions. There were none.

III. Public Comment

Chairperson Morris asked Tyrone Winfrey if there were any Public Comments and welcomed the members from the public. Mr. Winfrey introduced the following attendees for comment:

Mary Wood discussed the following concerns:

- Very glad to see that the Audit Committee was introduced
- Has concerns with contract's falling into place
- Discussed a FOIA that she had concerns with in reference to website publishing
- Suggested a closer look for the Audit Committee on prior financial concerns that need to be thoroughly reviewed

Chairperson Morris discussed rules of responsibility in reference to internal controls and review of data which should be completed by Plante Moran. Chairperson Morris complemented Ms. Wood on her current review of EAA thus far.

Russ Bellant discussed the following concerns:

- Discussed fundraising concerns and wanted to know where it actually showed on the financial report.

Mr. Pianko discussed that the majority of fundraising went to start-up and not operations. These funds would be located under the Revenue/Local area. Chancellor Covington added a more thorough overview on this question

and will report at a subsequent meeting. Member Goss added that in the future, there will be a more thorough overview.

VIII. Adjournment

Chairperson Morris asked for a motion to adjourn the meeting.

Motion: Member Stancato
Support: Member Goss
Ayes: 4 *Nays: 0*

The motion was carried.

Chairperson Morris adjourned the meeting at 12:33 p.m.

MINUTES CERTIFICATION

Proposed minutes respectfully submitted,

_____ _____
Secretary / Recording Secretary Date

Approved by the Authority Board,

_____ _____
Secretary / Recording Secretary Date

SPECIAL MEETING
EDUCATION ACHIEVEMENT AUTHORITY

_X_ BOARD OF DIRECTORS

_X_ EXECUTIVE COMMITTEE

_X_ PUBLIC HEARING ON THE ANTI-BULLYING POLICY

Date: August 15, 2013
Time: 2:00 PM
Location: Wayne County Community College District (WCCCD)
Downtown Campus – Conference Room 236
1001 Fort Street
Detroit, Michigan
Detroit, Michigan 48226

MINUTES

The Public Hearing on EAA's Anti-Bullying Policy was called to order by Chairperson Goss at 1:00 PM. Chairperson Goss reminded the Board and the public that this was a Public Hearing on EAA's Anti-Bullying Policy.

I. Roll Call

Chairperson Goss asked Tyrone Winfrey to call the roll of the Board of Directors.

Carol Goss, Chairperson	☒Present	☐Absent
Roy Roberts, Director	☐Present	☒Absent
Dr. Jann Joseph, Director	☐Present	☒Absent
Michael Morris, Director	☒Present	☐Absent
Mark Murray*, Director	☒Present	☐Absent
William Pickard*, Director	☒Present	☐Absent
Shirley Stancato, Director	☒Present	☐Absent

A quorum of the EAA Board of Directors was not determined. *Members Pickard and Murray were present via conference call at 1:02 PM.

II. Presentation on FY2014 Budget

Chairperson Goss introduced Dr. MiUndrae Prince for the presentation on the EAA's Anti-Bullying Policy and stated that all information discussed would be accessible on the www.michigan.gov/eaa website.

Dr. Prince gave an overview of EAA's Anti-Bullying Policy and gave an overview of the following areas and stated that it would be added to the Student Code of Conduct and Standard Operating Procedures.

- Background and Philosophy
- Definition
- Scope of the Policy
- Providing Student Assistance
- Enforcement

Chairperson Goss thanked Dr. Prince for his overview and asked if there were any additional questions by the Board. Chancellor Covington asked Dr. Prince for a more thorough overview. Dr. Prince provided a more thorough overview.

Mable Love, a public attendee, stood up and asked about showing ways of helping as a parent in the community as well as in the schools when identifying bullies.

Chairperson Goss asked who would be responsible for monitoring this concern. Dr. Prince stated that possibly the new Hearing Officer as well as someone at the schools.

Member Stancato asked how would the consequences and consistency be monitored based on effectiveness. Dr. Prince gave a more thorough overview of the monitoring base. Chancellor Covington thanked Member Stancato for her questions and thoroughly discussed her concern. Chancellor Covington also stated that Judge Paula Humphries, EAA's new Hearing Officer, would monitor and make sure that children receive a fair amount of consistency. He stated that Ms. Humphries has extensive experience in this area and Chancellor Covington is very excited that she will be joining the EAA.

Chairperson Goss thanked Dr. Prince and Chancellor Covington for their overview and asked the Board Members if they had any questions. There were none.

III. Public Comment

Chairperson Goss asked Tyrone Winfrey if there were any Public Comments and welcomed the members from the public. Mr. Winfrey stated that there were no public comments.

VIII. Adjournment

Chairperson Goss asked for a motion to adjourn the meeting.

Motion: Member Morris
Support: Member Stancato
Ayes: 5 *Nays: 0*

The motion was carried.

Chairperson Goss adjourned the meeting at 1:40 p.m.

MINUTES CERTIFICATION

Proposed minutes respectfully submitted,

_____ _____
Secretary / Recording Secretary Date

Approved by the Authority Board,

_____ _____
Secretary / Recording Secretary Date

REGULAR MEETING
EDUCATION ACHIEVEMENT AUTHORITY

_X_ BOARD OF DIRECTORS

_X_ EXECUTIVE COMMITTEE

Date: August 15, 2013
Time: 3:00 PM
Location: Wayne County Community College District (WCCCD)
Detroit Campus, Conference Room 236
1001 West Fort Street
Detroit, Michigan 48202

MINUTES

The meeting was called to order by Chairperson Goss at 2:00 PM. Chairperson Goss reminded the Board and the public that this was a Joint Regular Board of Directors/Executive Committee Meeting.

I. Roll Call

Chairperson Goss asked Tyrone Winfrey to call the roll of the Board of Directors.

Carol Goss, Chairperson	☒Present	☐Absent
Roy Roberts, Director	☐Present	☒Absent
Dr. Jann Joseph, Director	☐Present	☒Absent
Michael Morris, Director	☒Present	☐Absent
Mark Murray*, Director	☒Present	☐Absent
William Pickard*, Director	☒Present	☐Absent
Shirley Stancato, Director	☒Present	☐Absent

A quorum of the EAA Board of Directors was determined. *Members Pickard and Murray were present via conference call.

Chairperson Goss asked Tyrone Winfrey to call the roll of the Executive Committee Members.

Executive Committee Attendance:

Carol Goss, Chairperson	☒Present	☐Absent
Michael Morris, Director	☒Present	☐Absent
Mark Murray, Director	☒Present	☐Absent
William Pickard*, Director	☒Present	☐Absent
Roy Roberts, Director	☐Present	☒Absent

A quorum of the EAA Executive Committee was determined. *Members Pickard and Murray were present via conference call.

II. Approval of Agenda

Chairperson Goss asked whether there were any suggested changes to the joint meeting agenda. Chancellor Covington asked to move the Chancellor's Evaluation to another area on the agenda as well as deleting the second insert of the Capitol Report as it was listed twice in error.

Chairperson Goss then asked for a motion to approve the agenda with the proposed changes.

Motion: Member Morris
Support: Member Stancato
Ayes: 5 *Nays: 0*

The motion was carried.

III. Chancellor Updates

Chairperson Goss asked Chancellor Covington to present his overview of the Chancellor Updates. She also announced to the Board Members and the public that all Board Materials discussed were also located on the EAA's www.michigan.gov/eaa website.

Chancellor Covington reviewed the following:

- Global Scholars
- Excellent Schools Report Card

Chancellor Covington introduced, Dr. Mary Esselman for a review of Excellent Schools' Report Card. Dr. Esselman reviewed the following areas:

- Student Growth Analysis based on the percentage of 2nd thru 8th graders assessed in each benchmark of 6 Direct Run Schools; Nolan Elementary Middle, Brenda Scott Elementary Middle, Phoenix Academy, Denby High School and Central High School.
- 2012-2013 Individual Growth in Reading based on 1, 1.5 and 2 or more years growth
- 2012-2013 Individualized Growth in Math based on 1,1.5 and 2 or more years growth
- Percentage of Students Achieving one (1+) plus years' growth in reading and math.
- Exceptional Education Students vs. Special Needs Students growth
- Excellent Schools' Report Card Overview based on 6 of EAA Direct Run Schools receiving promising ratings; Nolan Elementary Middle, Brenda Scott Elementary Middle, Phoenix Academy, Denby High School and Central High School.
- Report Card Score Breakdown for Direct Run K-8 schools based on school grade in reference to Academic Status; Academic Progress and School Climate
- Report Card Score Breakdown for Charter K-* Schools – Updated scores will be provided this Fall
- Report Card Score Breakdowns for High School – Based on the same format

Chancellor Covington discussed Proficiency and School Climate based on the State's Test. He also discussed the academic status areas being listed incorrectly.

Dr. Esselman stated that the 6 EAA Direct Run K-8 schools were ranked in the Top 20 for schools with the highest percentage of students in 1 or more growth.

Member Morris asked about Mumford High School and Burns Elementary Middle School's current status. Dr. Esselman discussed. Chancellor Covington asked about the current percentages. Dr. Esselman discussed and reviewed the distribution of growth percentages among the 124 K-8 schools listed.

Member Morris asked who came in first place in the K-8 area. Dr. Esselman stated that Bridge Academy West came in 1st and New Paradigm Glacier came in 2nd. Member Morris suggested to always pay close attention to what the highest rank is within the winning school. This would definitely show what was needed to currently work on within our own school district. Chairperson Goss discussed her thoughts on this idea as well and asked what Dr. Esselman's thoughts were on this. Dr. Esselman discussed.

Member Morris discussed Mumford High School's student growth being at a lower rate. Chancellor Covington discussed the percentage of students' testing based on EAA's district as well as other districts. Chancellor Covington thanked Dr. Esselman and stated that he was very proud of the progress of the students, administrators and parents this year.

Chancellor Covington introduced Chrystal Wilson from Berg Muirhead, LLC, to provide an overview on EAA's 'I Can Soar' Campaign. Ms. Wilson gave an overview and discussed the following items as well:

- Parent Survey's
- Children Having Unique Needs
- 37 'I Can Soar' Commercials

- 'I Can Soar' Radio Slots on the Top Radio Stations
- TV Slots for 'I Can Soar' Commercials
- EAA Enrollment Campaign Event – Over 2000 Students Attended
- EAA Canvassing Street Team – Scheduled August 30th for providing 'I Can Soar' Door Hangers as well as an Informational Brochure
- 'I Can Soar' Adds in the Detroit Free Press and Michigan Chronicle
- Chancellor Covington's presentation at The Henry Ford
- EAA Facebook Page
- You Tube Link

Chairperson Goss thanked Ms. Wilson for a wonderful job and was very excited to hear about the media updates.

Chairperson Goss continued to Old Business.

IV. Old Business

Chairperson Goss asked for a motion to approve the Minutes from the June 25, 2013 Meeting as well as the Public Hearing.

Motion: Member Morris
Support: Member Stancato
Ayes: 5 *Nays: 0*

The motion was carried.

Chairperson Goss continued to the Chancellor's Evaluation which would have normally been scheduled as a Closed Session Meeting. However, Chancellor Covington suggested discussing his evaluation in the actual Open Meeting. Chairperson Goss reviewed Chancellor Covington's scores based on EAA Principals and the Senior Cabinet which totaled out to a cumulative score of 3.3; Effectively Performed for the 2012-2013 School Year. Chancellor Covington presented major changes with phenomenal progress in the EAA Schools. Chairperson Goss stated that there should also be transparency as it is very important to work very hard on this within a changing environment.

Chairperson Goss asked if there were any questions. Member Pickard discussed the short amount of time of getting the job done as a team and that there was still more work to do. Member Morris discussed his thoughts on how important this endeavor was. He also congratulated Chancellor Covington on a job well done. Member Stancato is very positive about the student focus. Chairperson Goss discussed how Chancellor Covington was very willing to listen when there were concerns related to feedback.

Chancellor Covington asked if Dr. Prince could place a copy of the Chancellor's Evaluation in his file. Chairperson Goss accepted.

Chairperson Goss asked the Board if there were any additional questions. There were none.

Chairperson Goss proceeded to New Business.

V. New Business

a) Executive Committee Action Items

Chancellor Covington discussed letters received from Chairperson Goss about teacher renewals. He also discussed his findings on letters that he received from people who were not on the renewal list.

Chairperson Goss will forward, to each Board Member, Chancellor Covington's response on the letters of those whose contracts that were not renewed.

Chancellor Covington introduced Dr. Prince to review the EAA candidates that were recommended for hiring. Dr. Prince gave an overview of the following:

Newly Hired EAA Candidates:

Dr. Wendy Cheng – Chief Technology Officer
Michelle Crockett - General Council
Virginia Saleem – Early Childhood Specialist
Dr. Vernon Harlan – Career and Technical Education Specialist

Dr. Prince also discussed the recommended individuals for hire/promotion. Member Morris asked about the compensation of the Coaches. Mr. Tyrone Winfrey, Chief of Staff, discussed.

Chancellor Covington discussed the actual process for placement according to the State of Michigan's rules. He also discussed the executive operative process of the meetings.

Chairperson Goss discussed the report and questioned Brenda Scott's very high teacher totals. Dr. Esselman discussed that other positions were included as well. Member Morris discussed looking at turnover and thought that this was a good thing.

Chancellor Covington advised Dr. Prince to discuss the non-recommended positions shown on the report. Dr. Prince discussed.

Chancellor Covington continued and discussed the non-renewal process.

i. HUMAN RESOURCES
- **i. Proposed Human Capital Report**
- **ii. Proposed Teach for America Agreement for Utilization of teacher candidates**
- **iii. Proposed Amendment to Policy 6570, Anti-Bullying Policy**
- **iv. Proposed Revisions to the Standard Operations and procedures Manual (For Informational Purposes)**

a) ACTION ITEMS:
Resolution 2013-22: Approval of Human Capitol Report
Resolution 2013-23: Approval of Teach for America Agreement
Resolution 2013-24: Approval of Amendment to Policy 6470, Anti-Bullying Policy

Chairperson Goss asked about the items for a vote. Chairperson Goss also asked if there were any additional questions.

Chairperson Goss made a motion to approve Resolutions 2012-22, Resolution 2013-23 and Resolution 2013-24.

Motion: Member Morris
Support: Member Pickard
Ayes: 5 *Nays: 0*

The motion was carried.

Chancellor Covington asked the Board Members to reconsider the Human Resources Reports – May and June Reports from the Executive Session.

Chairperson Goss considered a Motion to Reconsider May and June's Renewal Report.

Motion: Member Pickard
Support: Member Murray
Ayes: 5 *Nays: 0*

The motion was carried.

Chairperson Goss continued to the Finance Overview.

ii. **FINANCE**

i. **Proposed Plante Moran Engagement Agreement for Auditing Services**

b) **ACTION ITEMS:**
Resolution 2013-25: Approval of Plante Moran Engagement Agreement

Harry Pianko gave an overview of Finance.

Chairperson Goss asked if there were any questions. There were none.

Chairperson Goss made a Motion to approve Resolution 2013-25: Approval of Plante Moran Engagement Agreement.

Motion: Member Morris
Support: Member Stancato
Ayes: 5 *Nays: 0*

The motion was carried.

Chairperson Goss proceeded to Curriculums, Programs and Assessments.

iii. **CURRICULUMS, PROGRAMS AND ASSESSMENTS**

i. Proposed Master Services Agreement with Knovation for individual student learning programs
ii. Proposed Master Service Agreement with Michigan Virtual University for only career development tools
iii. Proposed Master Service Agreement with Imagine Learning for literacy software program
iv. Proposed Master Service Agreement with Mind Research Institute for professional development
v. Proposed Master Service Agreement with Ombudsman Education Services for alternative education programming
vi. Proposed Master Service Agreement with School Improvement Network for professional development
vii. Proposed Master Service Agreement with ALEKS Corporation for individual student learning programs in Math
viii. Proposed Master Service Agreement with Envision Education for professional development
ix. Proposed Agreement with SAS Institute for student assessment program (EVAAS)
x. Proposed Master Service Agreement with EduWork Place Pros for evaluation services
xi. Proposed Addendum to Master Service Agreement with FUTURES for special education services
xii. Proposed Amendment to Master Service Agreement with Compass Learning for professional development
xiii. Proposed Amendment to Master Service Agreement with Global Scholars for student assessment program (SCANTRON)
xiv. Proposed Memo of Understanding with Juvenile Assessment Center for youth assessments
xv. Proposed Master Service Agreement with Alkebu-Lan Village for alternative education programming

c) **ACTION ITEMS:**
Resolution 2013-26: Approval of Master Services Agreement with Knovation for individual student learning programs

Resolution 2013-27: Approval of Proposed Master Service Agreement with Michigan Virtual University for only career development tools
Resolution 2013-28: Approval of Master Service Agreement with Imagine Learning for literacy software program
Resolution 2013-29: Approval of Master Service Agreement with Mind Research Institute for professional development
Resolution 2013-30: Approval of Master Service Agreement with Ombudsman Education Services for alternative education programming
Resolution 2013-31: Approval of Master Service Agreement with School Improvement Network for professional development
Resolution 2013-32: Approval of Master Service Agreement with ALEKS Corporation for individual student learning programs in Math
Resolution 2013-33: Approval of Master Service Agreement with Envision Education for professional development
Resolution 2013-34: Approval of Agreement with SAS Institute for student assessment program (EVAAS)
Resolution 2013-35: Approval of Master Service Agreement with EduWork Place Pros for evaluation services
Resolution 2013-36: Approval of Addendum to Master Service Agreement with FUTURES for special education services
Resolution 2013-37: Approval of Master Service Agreement with Compass Learning for professional development
Resolution 2013-38: Approval of Master Service Agreement with Global Scholars for student assessment program (SCANTRON)
Resolution 2013-39: Approval of Memo of Understanding with Juvenile Assessment Center for youth assessments
Resolution 2013-40: Approval of Master Service Agreement with Alkebu-Lan Village for alternative education programming

Dr. Esselman reviewed the above Curriculums, Programs and Assessments.

Chairperson Goss asked if the Mind Research Institute was a Michigan vendor. Dr. Esselman stated that it was a National vendor.

Member Morris asked what Net Trecker was. Dr. Esselman discussed.

Chancellor Covington reviewed the contractual process based on accountability; rubric based on impact; customer service; data dashboard; and vendor review.

Member Morris thought that this was a great idea and discussed how this would help with the progress. Chancellor Covington discussed conducting an analysis based on the vendor process, i.e., men, women, minorities, etc.

Dr. Esselman asked how she should process. Chairperson Goss asked for a review of each vendor.

Member Morris discussed his concerns with Ombudsman Education's program.

In reference to Dr. Esselman's overview of SAS Institute, Chairperson Goss asked Dr. Esselman what 'TIF' meant. Dr. Esselman discussed that 'TIF' stood for the Teacher Incentive Fund.

Chancellor Covington asked Dr. Esselman to discuss why two math programs were recommended. Dr. Esselman discussed.

In reference to the FUTURES Addendum, Chairperson Goss discussed un-readiness and asked for more detailed information. Chancellor Covington discussed and introduced Kevin Magin, Director of Futures. Mr. Magin apologized for the prior proposal's format and discussed the ADDENDUM. Member Morris thanked Mr. Magin for the update. Chancellor Covington followed up with questions for him. Mr. Magin discussed.

Dr. Esselman passed along the discussion to Tyrone Winfrey for an overview of the Juvenile Assessment Center as well as Alkebu-Lan Village. Mr. Winfrey congratulated Alkebu-Lan Village on a wonderful job. Member Murray commented on Alkebu-Lan as well and is very impressed with their program. Chancellor Covington continued the discussion.

Chairperson Goss asked if there were questions. Member Morris thanked everyone for a great review.

Chairperson Goss made a Motion to approve Resolutions 2013-26 thru Resolutions 2013-40.

Motion: Member Morris
Support: Member Murray
Ayes: 5 *Nays: 0*

The motion was carried.

Chairperson Goss proceeded to discussion of Public Safety and Athletics.

iv. PUBLIC SAFETY AND ATHLETICS

i. Proposed Agreement with Prudential Security for School Security
ii. Proposed Agreement with the Detroit Police Athletic League
iii. Proposed Agreement with Michigan High School Athletic Association

d) ACTION ITEMS:
Resolution 2013-41: Approval of Agreement with Prudential Security
Resolution 2013-42: Approval of Agreement with the Detroit Police League
Resolution 2013-43: Approval of Michigan High School Athletic Association

Tyrone Winfrey gave an overview of Public Safety and Athletics. Chancellor Covington discussed an analysis for Prudential Security and asked Gerald Collins to discuss. Gerald Collins gave a thorough overview of the analysis as well as their training format. Chairperson Goss asked about compensation concerns. Mr. Collins reviewed their compensation format. Tyrone Winfrey continued with his discussion. Member Stancato reiterated that the Prudential Security guards were unarmed.

Chairperson asked the Board if there were questions. There were none.

Chairperson Goss made a Motion to approve Resolution 2013-41 through Resolution 2013-43.

Motion: Member Pickard
Support: Member Morris
Ayes: 5 *Nays: 0*

The motion was carried.

Chairperson Goss proceeded to Information Technology.

v. INFORMATION AND TECHNOLOGY

i. Proposed Amendment to Agreement with AT&T for IT-Ethernet Services

e) ACTION ITEMS:
Resolution 2013-44: Approval of Amendment to Agreement with AT&T

Chancellor Covington asked Vivian Bonner to give a more thorough overview of how the IT problem of concern with not being able to get onto the network would be resolved. Ms. Bonner gave a thorough overview.

Chairperson Goss asked if there were questions. There were none.

Chairperson Goss made a Motion to approve Resolutions 2013-44: Approval of Amendment to Agreement with AT&T.

Motion: Member Morris
Support: Member Pickard
Ayes: 5 Nays: 0

The motion was carried.

Chairperson Goss asked for a review of Career and Technical Education.

vi. CAREER AND TECHNICAL EDUCATION

i. Proposed Memo of Understanding with Focus Hope for career and technical education partnership

ii. Proposed Memo of Understanding with Henry Ford Community College for career and technical education partnership

iii. Proposed intergovernmental Agreement with Wayne County Community College District for career and technical education partnership

f) ACTION ITEMS:

Resolution 2013-45: Approval of Memo of Understanding with Focus Hope

Resolution 2013-46: Approval of Memo of Understanding with Henry Ford Community College

Resolution 2013-47: Approval of Intergovernmental Agreement with Wayne County Community College District

Chancellor Covington acknowledged Judith Berry's extensive work in this are and how excited he is with the outstanding work that she has done. After, he introduced Ms. Berry who then gave an overview of Career and Technical Education.

Chairperson Goss thanked Judith Berry for a wonderful overview and stated that she is very excited to hear about the new programs.

Chairperson Goss asked if there were any questions. There were none.

Chairperson Goss asked for a motion to approve Resolutions 2013-45 through Resolution 2013-47.

Motion: Member Morris
Support: Member Pickard
Ayes: 5 Nays: 0

The motion was carried

VII. Public Comment

Chairperson Goss asked Tyrone Winfrey if there were any Public Comments. She stated that she was also very pleased to see additional members from the public. Mr. Winfrey introduced the following attendees for comment:

Mary T. Wood discussed the following concerns:

- Discussion concern with the Career and Technical Education Program and eligibility requirements.
- Asked about transparency concerns as well as review and approval concerns with the HR Report

Brooke Harris discussed the following concerns:

- Discussed concerns with Dr. Esselman's overview of Growth Data and suggested a more thorough overview by the Board

Mable Love discussed the following concerns:

- Very excited about the Career and Technical Education program and collaborative for the City of Detroit Educational Programs

Bishop Cheryl Myhand, Alkebu-Lan Village discussed the following concerns:

- Discussed the structure of learning and the difference that the EAA has made. She also stated that she is very thankful for the opportunity to work with EAA. Excited to make a difference!

Chairperson thanked everyone for their comments.

Chairperson Goss asked if there were any additional Comments. There were none.

VIII. Adjournment

Chairperson Goss asked for a motion to adjourn the meeting.

Motion: Member Morris
Support: Member Pickard
Ayes: 5 *Nays: 0*

Chairperson Goss adjourned the meeting at 4:37 p.m.

MINUTES CERTIFICATION

Proposed minutes respectfully submitted,

_____ _____
Secretary / Recording Secretary Date

Approved by the Authority Board,

_____ _____
Secretary / Recording Secretary Date

SPECIAL MEETING
EDUCATION ACHIEVEMENT AUTHORITY

_X_ BOARD OF DIRECTORS

_X_ EXECUTIVE COMMITTEE

Date: September 4, 2013
Time: 6:00 PM
Location: Michigan State University – Detroit Center
3408 Woodward Avenue
Detroit, Michigan 48201

MINUTES

I. Call to Order

The meeting was called to order by Chairperson Goss at 6:00 PM. Chairperson Goss reminded the Board and the public that this was a Joint Special Board of Directors/Executive Committee Meeting.

I. Roll Call

Chairperson Goss asked Tyrone Winfrey to call the roll of the Board of Directors.

Carol Goss, Chairperson	☒Present	☐Absent
Roy Roberts, Director	☐Present	☒Absent
Dr. Jann Joseph*, Director	☐Present	☒Absent
Michael Morris*, Director	☒Present	☐Absent
Mark Murray, Director	☐Present	☒Absent
William Pickard*, Director	☒Present	☐Absent
Shirley Stancato, Director	☒Present	☐Absent

A quorum of the EAA Board of Directors was determined. *Members Morris, Pickard and Joseph were present via conference call.

Chairperson Goss asked Tyrone Winfrey to call the roll of the Executive Committee Members.

Executive Committee Attendance:

Carol Goss, Chairperson	☒Present	☐Absent
Michael Morris*, Director	☒Present	☐Absent
Mark Murray, Director	☐Present	☒Absent
William Pickard*, Director	☒Present	☐Absent
Roy Roberts, Director	☐Present	☒Absent

A quorum of the EAA Executive Committee was determined. *Members Pickard and Morris were present via conference call.

II. Approval of Agenda

Chairperson Goss stated to the Board that there would be considered amendments to the Agenda as Old Business and the Human Resources Report would be moved for discussion until the next schedule special meeting.

Chairperson Goss then asked for a motion to approve the amended agenda with the proposed changes.

Motion: Member Morris
Support: Member Pickard
Ayes: 4 *Nays: 0*

DRAFT

The motion was carried.

III. Closed Session

Chairperson Goss informed the EAA Board as well as the Public that they would now continue this meeting in a Closed Session and would reconvene upon completion.

Chairperson Goss made a motion that the Board go into closed session pursuant to Section 8(h) of the Open Meetings Act to discuss a legal written opinion with their attorneys and consider material exempt from disclosure or discussion by state statute. That state statute is Section 13(1)(g) of the Freedom of Information Act, which exempts from public disclosure information or records subject to the attorney-client privilege.

Motion: Member Morris
Support: Member Pickard
Ayes: 4 *Nays: 0*
The motion was carried.

Closed Session started at 6:07 PM

Closed Session reconvened at 6:28 PM

Chairperson Goss made a motion to reconvene the Special EAA Board Meeting

Motion: Member Morris
Support: Member Pickard
Ayes: 4 *Nays: 0*
The motion was carried.

VII. Public Comment

Chairperson Goss asked Tyrone Winfrey if there were any Public Comments.

Mary T. Wood discussed the following concerns:

- Discussion concern Burns Elementary Middle School. She informed the EAA Board that she had a pleasant tour. However, very concerned about the Building and Operations Budget in reference to Principal Purchases.
- Discussed concerns with environmental needs based on budget allowances on Purchases 'Individual Purchases'
- How are allocations made per school/principal? This needs to be defined with their allocation of funds

Chairperson Goss asked if there were any additional Comments. There were none.

VIII. Adjournment

Chairperson Goss asked for a motion to adjourn the meeting.

Motion: Member Morris
Support: Member Pickard
Ayes: 4 *Nays: 0*

Chairperson Goss adjourned the meeting at 6:33 p.m.

DRAFT

MINUTES CERTIFICATION

Proposed minutes respectfully submitted,

Secretary / Recording Secretary _____ Date _____

Approved by the Authority Board,

Secretary / Recording Secretary _____ Date _____

DRAFT

EDUCATION
ACHIEVEMENT
AUTHORITY
of Michigan

New Business

Education Achievement Authority

Joint Board of Directors and Executive Committee Meeting

Date: Wednesday, September 11, 2013 **Time:** 2:00 p.m. **Location:** Cadillac Place, 3022 W. Grand Blvd, Room L-150, Detroit, MI 48202

PROPOSED RESOLUTION LIST

Resolution		Staff	Not to Exceed Amount ($)	Status
2013-48	Approval of Human Capital Report	MP	None	Completed
2013-49(a)	Approval of MSA with Matchbook Learning Solutions (Brenda Scott)	ME	$200,000	Completed.
2013-49(b)	Approval of MSA with Matchbook Learning Solutions (Burns)	ME	$325,000	Completed.
2013-50	Approval of MSA with Detroit Parent Network	ME	$225,000	Completed.
2013-51	Approval of First Amendment to MSA with Alkebu-lan Village	ME/TW	$396,250	Contract language still being finalized by legal.
2013-52	Approval of Agreement with DPS for Police Services	TW	$1.18 million	Contract language still being finalized by legal.
2013-53	Approval of Employment Agreement with Robert Giles, Jr.	TW	$60,000	Completed.
2013-54	Approval of Revised Board Meeting Schedule	JC	None	Completed.

EDUCATION
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AUTHORITY
of Michigan

Action Items

Education Achievement Authority
of Michigan
Equity. Choice. Reinvention.

RESOLUTION 2013-48
APPROVAL OF HUMAN RESOURCE PERSONNEL REPORT

The Executive Committee of the Education Achievement Authority resolves:

1. That it accepts the Human Resources Personnel report as presented by the Chancellor;

2. That the Chancellor is authorized to implement the recommendations as presented in the Human Resources Personnel report and in accordance with the EAA Standard Operations and Procedures and applicable law.

Certification:

I certify that this resolution was duly adopted by the Executive Committee of the Education Achievement Authority at a properly-noticed open meeting held with a quorum present on the ____ day of _____.

By:_____
President

Legal Counsel
Approved as to Form

September, 2013

1. **New Hires: (A) Teacher: The candidates listed below have met certification requirements for the state of Michigan and are recommended for employment with the EAA for the 2013-14 school year**

Num	Last Name	First Name	Race	Gender	Degree	MI Cert	Salary	School	Position	Content/Grade
1	Ellis	Takeshia	B	F	BA	Y	55	Bethune	Teacher	Pre-K
2	Reynolds	Stephen	B	M	BS	Y	65	Bethune	Teacher	Middle
3	Winters	Nakisha	B	F	MS	Y	65	Bethune	Teacher	Middle
4	Robinson	Tina	B	F	MA	Y	65	Bethune	Teacher	Science
5	Iacoban	Radu	Asian	M	MED	Y	75	Burns	Academic Eng. Officer	All
6	Miller	Kirstin	W	F	BA	P	50	Burns	Teacher-TFA	Elementary
7	Neuner	Margaret	W	F	BA	P	50	Burns	Teacher-TFA	Elementary
8	Ramirez	Isaura	Latina	F	BA	P	50	Burns	Teacher-TFA	Elementary
9	Prince	Carlotta	B	F	MED	Y	50	Central	Counselor	All
10	Robinson	William	B	M	NA	NA	68	Denby	Teacher	ROTC
11	Thomas	Ayanna	B	F	BA	Y	45	Denby	Student Support Adv	All
12	Tibbs	Douglas	B	M	MED	Y	65	Denby	Teacher	Special Education
13	Fenton	Kenneth	B	M	BA	Y	60	Ford	Teacher	PE
14	Hall	Flinnoia	B	M	EdS	Y	90	Ford	Assistant Prin	Nine-Twelve
15	Heatherman	Justin	W	M	BA	P	50	Ford	Teacher-TFA	Social Studies
16	Stephens	Crathman	W	M	BA	Y	50	Ford	Teacher	Spanish
17	Hines	Julie	W	F	MA	Y	65	Nolan	Teacher	Technology
18	Backus	Jeffrey	B	M	BS	Y	55	Mumford	Teacher	Special Education
19	Burton	Kyohn	B	M	BA	NA	70	Mumford	Student Support Adv	ALL
20	McCarius	Dana	W	F	MS	Y	60	Mumford	Teacher	Mathematics
21	McGlory	Dedra	B	F	BA	Y	75	Mumford	SIS Coordinator	ALL
22	Dalton	Clifton	B	M	NA	NA	68	Pershing	Teacher	ROTC
23	Palmer	Timothy	B	M	BS	Y	65	Pershing	Teacher	Science
24	Reed	Michael	W	M	MS	Y	65	Pershing	Teacher	Social Studies
25	Denis-Martinez	Mirta	Latina	F	BS	Y	25,200	Phoenix	ELL Tutor	Elementary

26	Grihm	Shanae	B	F	BA	Y	55	Phoenix	Teacher	Art
27	Quesada	Maria	Latina	F	BS	Y	50	Phoenix	Teacher	Special Education
28	Spaulding	Rebecca	W	F	BA	Y	50	Phoenix	Teacher	Pre-K
29	Aaron	Jameca	B	F	BA	Y	50	Scott	Teacher	Pre-K
30	Brown	Ariel	B	F	MAT	Y	60	Scott	Teacher	Middle
31	Brown	Rakisha	B	F	BA	Y	50	Scott	Teacher	Elementary
32	Craig	Tamela	B	F	BA	Y	50	Scott	Teacher	Elementary
33	Hood	Morenike	B	F	MAT	P	65	Scott	Teacher	ELA Interventionist
34	McDougle	Lisa	B	F	MS	Y	50	Scott	Teacher	Pre-K
35	Poppe	Jessica	B	F	MAT	Y	55	Scott	Teacher	Middle
36	Simpkins	Erik	B	M	MAT	Y	60	Scott	Teacher	Middle
37	Zollner	Gwendolyn	W	F	MAT	Y	65	Scott	Teacher	Pre-K
38	Grogan	Kelcey	W	F	BA	P	50	Southeastern	Teacher-TFA	English
39	Kanoun	Sonya	B	F	BA	P	50	Southeastern	Teacher	English
40	Schloemp	Kevin	W	M	NA	NA	68	Southeastern	Teacher	ROTC

New Hires: (B) <u>Athletic Coaches</u>: The candidates listed are recommended for employment with the EAA for the 2013-14 school year as athletic coaches pending successful background clearance.

Num	Last Name	First Name	School	Race	Gender	Coaching Position	Season
1	Patterson	Nicholas	Bethune	B	M	Head Coach	Boys Baseball
2	Griffin	Larry	Bethune	B	M	Head Coach	Boys Basketball
3	Green	Johnny	Bethune	B	M	Head Coach	Boys Basketball
4	Durham	Jasmyn	Bethune	B	F	Head Coach	Cheerleading
5	Tyler	Lamar	Bethune	B	M	Head Coach	Girls Basketball
6	Meeker	Mary	Bethune	W	F	Head Coach	Girls Softball
7	Tarver	Monica	Bethune	B	F	Head Coach	Girls Volleyball
8	Chelew	Lauren	Bethune	W	F	Head Coach	Soccer (K-8)
9	Dudley	Tiffany	Bethune	W	F	Head Coach	Soccer (K-8)
10	Kurbally	Mariama	Bethune	B	F	Head Coach	Track (K-8)
11	Handsman	Emily	Bethune	W	F	Head Coach	Track (K-8)
12	Rainey	Erin	Bethune	W	F	Head Coach	Track (K-8)
13	Brooks	Tommy	Brenda Scott	B	M	Boys' Basketball	Fall
14	Muir	Austin	Brenda Scott	W	M	Boys' Basketball	Fall
15	Jackson	Tanika	Brenda Scott	B	F	Girls' Basketball	Fall
16	Tate	Mahogany	Brenda Scott	B	F	Girls' Basketball	Fall
17	Torres	Juana	Brenda Scott	B	F	Cheerleading	Fall/Spring
18	Sanders	Janocus	Brenda Scott	B	M	Athletic Coordinator	Fall
19	Price	Clarence	Brenda Scott	B	M	Volleyball/Track	Fall
20	Abarbanel	Carly	Central	W	F	Boy's & Girl's Tennis	Fall & Spring
21	Ferguson-Bey	Brian	Central	B	M	JV Football	Fall

22	Francis	Bruce	Central	B	M	Varsity & JV Volleyball	Fall
23	Garrison	George	Central	B	Male	Baseball	Spring
24	George	Monique	Central	B	Female	Girls' Varsity Basketball	Winter
25	Laymon	Thomas	Central	B	M	JV Football	Fall
26	Macon	Jimy	Central	B	M	Varsity Football	Fall
27	McGowan	Marquita	Central	B	F	Cross Country Boy's & Girl's	Fall
28	McGowan	Marquita	Central	B	Female	Girls' Track	Spring
29	Morris	Lorenzo	Central	B	M	Varsity Football	Fall
30	Parks	Raymond	Central	B	M	JV Boys' Basketball	Winter
31	Quinn	Joseph	Central	B	M	Boys' & Girl's Swim	Fall & Winter
32	Twyman	Jimmy	Central	B	M	Varsity Boys' Basketball	Winter
33	Blankenship	Tony	Denby	B	M	Head Football	Fall
34	Blankenship	Tony	Denby	B	M	Boys Track	Spring
34	Coleman	Ronald	Denby	B	M	Assistant Football	Fall
35	Dance	Jason	Denby	B	M	Assistant Girls Varsity Basketball	Winter
36	Gamlin	Teri	Denby	B	F	Cheerleading	Fall
37	Haffner	Jay	Denby	W	M	Baseball	Spring
38	Jones	Samantha	Denby	B	F	JV Volleyball	Fall
39	Jordan	Arnette	Denby	B	M	Head - Cross Country	Fall
40	Jordan	Arnette	Denby	B	M	Varsity Boys Basketball	Winter
41	Kennebrew	Natosha	Denby	B	F	Boys Tennis	Fall
42	Kennebrew	Natosha	Denby	B	F	Girls Tennis	Spring
43	King	Ivan	Denby	W	M	Softball	Spring
44	Moore	Earl	Denby	B	M	Girls Golf	Fall
45	Moore	Earl	Denby	B	M	Boys Golf	Spring
46	Morrell	Ansley	Denby	B	M	Assistant Football	Fall
47	Proby	Doris	Denby	B	F	Assistant Cheerleading	Fall/Winter
48	Rias	Eldrick	Denby	B	M	Girls Cross Country	Fall
49	Rias	Eldrick	Denby	B	M	JV Basketball	Winter
50	Simes	Bobby	Denby	B	M	Assistant Football	Fall
51	Smith	Darius	Denby	B	M	Assistant Football	Fall
52	Sullivan	Marnina	Denby	B	F	Varsity Girls Basketball	Winter
53	Thompson	Erik	Denby	B	M	Girls Track	Spring
54	Vines	Edward	Denby	B	M	Assistant Football	Fall
55	Williams	Brittany	Denby	B	F	Varsity Volleyball	Fall
56	Abraham	Katrina	Ford	B	F	Cheer	Fall,Winter
57	Childs	Corey	Ford	B	M	Football	Fall
58	Edward	Derrick	Ford	B	M	BB,GCC, Softball	Fall, Winter,Spring
59	Erving	Zach	Ford	W	M	BB, B tennis,G tennis	Fall, Winter,Spring
60	Fenton	Ken	Ford	B	M	Football, B track	Fall,Spring
61	Flowers	Kenneth	Ford	B	M	BB, BCC, G track	Fall, Winter,Spring

62	Gillespie	Harold	Ford	B	M	JV BB	Winter
63	Head	Kellan	Ford	W	M	G golf,B golf	Fall,Spring
64	Jackson	Tiffany	Ford	B	F	Volleyball,Softball	Fall,Spring
65	Jackson	Kenny	Ford	B	M	Baseball	Spring
66	Kiel	Richard	Ford	B	M	Football	Fall/Athletic Director
67	Thomas	Tino	Ford	B	M	Girls' basketball	Winter
68	Travis	Marcellus	Ford	B	M	BB	Winter
69	Turner	Kieth	Ford	B	M	Football	Fall
70	Wallace	Latisha	Ford	B	F	Girls' basketball	Winter
71	Allen	Jazmine	Mumford	B	F	Head Coach- Volleyball	Fall
72	Bargardi	Jennifer	Mumford	W	F	Asst. Coach - Girls Basketball/Softball	Winter
73	Brunson	Brian	Mumford	B	M	Head Coach - Baseball	Spring
74	Burton	Kyohn	Mumford	B	M	Head Coach - Girls Basketball	Winter
75	Crain	Alyssa	Mumford	B	F	Asst. Coach - Volleyball	Fall
76	English	Donshell	Mumford	B	M	Head Coach - Football/Boys Track and Field	Fall
77	Godfrey	Deon	Mumford	B	M	Asst. Coach - Football	Fall
78	Gray Sr.	James	Mumford	B	M	Asst. Coach - Boys Baseball	Spring
79	Gregory	Cuba	Mumford	B	M	Asst Coach - Boys Baseball	Spring
80	Hogan	Kareem	Mumford	B	M	Asst. Coach - Boys Basketball	Winter
82	Hogan	Marcellus	Mumford	B	M	Asst. Coach - Softball	Spring
83	Jackson	Kevin	Mumford	B	M	Asst. Coach - Football	Fall
84	Krystal	Woods	Mumford	B	F	Head Coach-Cheer	Fall/Winter
85	Mack	Kristen	Mumford	B	F	Head Coach - Girls Swim	Fall
86	Mahone	Dwight	Mumford	B	M	Asst. Coach - Football	Fall
87	Mike	Gabrys	Mumford	W	M	Head Coach - Boys Cross Country	Fall
88	Molly	MacInnes	Mumford	W	F	Head Coach - Boys Cross Country	Fall
89	Morris	Jose	Mumford	B	M	Asst. Coach - Football	Fall
90	Nelson	Lela	Mumford	B	F	Asst. Coach - Girls Cross Country/Track and Field	Fall/Spring
91	Parker	Marc	Mumford	B	M	Head Coach - Girls Cross Country	Fall
92	Reeves	Ray	Mumford	B	M	Head Coach - Boys Basketball	Winter
93	Rush	Antonio	Mumford	B	M	Asst. Coach - Football	Fall
94	Sanford	William	Mumford	B	M	Asst. Coach - Boys Baseball	Spring
95	Siml	Martin	Mumford	W	M	Head Coach - Boys Soccer	Fall
96	Townsend	Courtney	Mumford	B	F	Asst. Coach - Girls Basketball	Winter

97	Travis	Keith	Mumford	B	M	Asst. Coach - Football	Fall
98	Webb	Jasmine	Mumford	B	F	Asst. Coach - Girls Cross Country/Track and Field	Fall/Spring
99	Woods	Diamond	Mumford	B	F	Asst. Coach - Cheer	Fall/Winter
100	Yanak	Scott	Mumford	W	M	Head Coach - Boys Tennis/Girls Tennis	Fall
101	Young	Robert	Mumford	B	M	Asst. Coach - Boys Baseball	Spring
102	Bongiorno	Phil	Pershing	W	M	Interim Athletic Director	2013-14
103	Cleage	James	Pershing	B	M	Assistant Coach - Boys Varsity Basketball	Winter
104	Courts	Lance	Pershing	B	M	Math Coach	2013-14
105	Gaddis	Schyler	Pershing	B	F	Art Coach	2013-14
106	Gardner	Darryl	Pershing	B	M	Math Coach	2013-14
107	Harris	Correy	Pershing	B	M	Asst. Coach - JV Boys Basketball	Winter
108	Henry	Wydel	Pershing	B	M	Head Coach - Cross Country	Fall
109	Hill	Shaun	Pershing	B	M	Asst. Coach - Boys Varsity Basketball	Winter
110	Johnson	Antonio	Pershing	B	M	Head Coach - Varsity Football	Fall
111	Johnson	Charlotte	Pershing	B	F	Cheer Coach - Varsity Football	Fall
112	Jones	Kim	Pershing	B	F	Asst Coach - Varsity Football	Fall
113	LeSure	Kendal	Pershing	B	M	Head Coach - Cross Country	Fall
114	LeSure	Kendal	Pershing	B	M	Head Coach - Girls Varsity Basketball	Winter
115	Mahabir	Naresh	Pershing	H	M	Math Coach	2013-14
116	Newson	Kevin	Pershing	B	M	Asst Coach - Football	Fall
117	Paciero	Anthony	Pershing	H	M	Asst Coach - Girls Varsity Basketball	Winter
118	Reaves-Cooper	Linda	Pershing	B	F	Head Coach - Girls Varsity Volleyball	Fall
119	Reaves-Cooper	Linda	Pershing	B	F	Head Coach - Softball	Spring
120	Russell	Greg	Pershing	B	M	Assistant Coach - Boys Varsity Basketball	Winter
121	Samuel	Desian	Pershing	B	M	Math Coach	2013-14
122	Walker	Ellyshia	Pershing	B	F	Math Coach	2013-14
123	Williams	Jamal	Pershing	B	M	Math Coach	2013-14
124	Willis	Bonnie	Pershing	B	M	Asst Coach - Varsity Football	Fall
125	Arrington	LaJuana	Pershing	B	F	Asst Coach - Girls Basketball	Winter
126	Gardner	Eric	Pershing	B	M	Asst Coach - Boys Basketball	Winter
127	Henry	Wydell	Pershing	B	M	Head Coach - Boys Varsity Basketball	Winter

128	Johnson	Charlotte	Pershing	B	F	Cheer Coach - Varsity Basketball	Winter
129	Lewis	Brandy	Pershing	B	F	Math Coach	2013-14
130	Rias	Eric	Pershing	B	M	Asst Head Coach - Football	Fall
131	Sanders	Oscar	Pershing	B	M	Asst Coach - Girls Basketball	Winter
132	Szczepanik	Brittany	Pershing	W	F	Art Coach	2013-14
133	Aberle	Tim	Phoenix	W	M	Soccer	n/a
134	Białczyk	Joe	Phoenix	W	M	Basketball	n/a
135	Contreras	Monserrat	Phoenix	Latina	F	Tennis	n/a
136	Froerer	Logan	Phoenix	W	M	Cross Country	n/a
137	Riggs	Alex	Phoenix	W	M	Soccer	n/a
138	Ruiz	Vania	Phoenix	Latina	F	Soccer	n/a
139	Albright	Ashley	Southeastern	W	F	Assistant Volleyball Coach	Fall
140	Cameron	Jessica	Southeastern	W	F	Head Varsity Girls Softball Coach	Spring
141	Chester	Stephen	Southeastern	B	M	Assistant Football Coach	Fall
142	Finley	Carl	Southeastern	B	M	Assistant Boys Basketball Coach	Winter
143	Gantz	Lakita	Southeastern	B	F	Head Girls Cross Country Coach	Fall
144	Gantz	Lakita	Southeastern	B	F	Head Girls Basketball Coach	Winter
145	Logan	Adam	Southeastern	B	M	Assistant Football Coach	Fall
146	Martin	Travis	Southeastern	B	M	Assistant Football Coach	Fall
147	Martin	Travis	Southeastern	W	M	Head Varsity Boys Track Coach	Spring
148	Motley	William	Southeastern	B	M	Assistant Boys Basketball Coach	Winter
149	Olson	Nick	Southeastern	W	M	Head Varsity Girls Track Coach	Spring
150	Pryor	Brian	Southeastern	B	M	Assistant Football Coach	Fall
151	Schiel	Sarah	Southeastern	W	F	Head Varsity Volleyball Coach	Fall
152	Stokes	Fred	Southeastern	B	M	Assistant Football Coach	Fall
154	Sykes	Terrance	Southeastern	B	M	Assistant Boys Basketball Coach	Winter
155	Ward	George	Southeastern	B	M	Head Boys Cross Country Coach	Fall
156	Wilson	Terrance	Southeastern	B	M	Head Football Coach	Fall

2. The employees below are recommended for transfers based on instructional and programmatic needs:

Num	Last	First	Position	Transferred from	New Position	Location
1	Babich	Dawn	Teacher	Phoenix	Teacher	Law
2	Felton	Diana	Teacher	Ford	Teacher	Southeastern
3	Ford	Christie	Teacher	Scott	Instructional Coach	Law
4	Iyer	Sainath	Teacher	Ford	Instructional Coach	Ford
5	Lewis	Ricardia	Teacher	Southeastern	Teacher	Ford
6	Maxwell-Stansberry	Melanie	Spec. Education	Pershing	Spec. Education	Denby
7	Melton	Jeanine	Teacher	Denby	Curriculum Coordinator	Denby
8	Mount	Tiffany	Teacher	Denby	Dean of Students	Denby
9	Parnell	Tyese	Instructional Coach	Denby	SIS Coordinator	Denby
10	Redmond	Daryl	Beh. Intervention.	Pershing	Beh. Intervent.	Mumford

3. Separations Based on Resignations or Other Reasons

Num	Last Name	First Name	School	Departure Date	Reason
1	Zeren	Erin	Phoenix	5-Aug	Personal
2	Caruthers	Michael	Central	8-Aug	Personal/Professional
3	Burroughs	Donnell	Mumford	8-Aug	Personal
4	Guichard	Rachel	Phoenix	8-Aug	Personal
5	Jones	Jaime	Bethune	8-Aug	Personal
6	Mannor	Lisa	Nolan	19-Aug	Professional
7	Tate	Sierra	Scott	19-Aug	Personal
8	McIntyre	David	Law	19-Aug	Personal
9	Hardy	Carolyn	Mumford	21-Aug	Personal
10	Schaeffer	Janelle	LAW	21-Aug	Personal
11	Mabry	Larry	Nolan	22-Aug	Salary too low
12	Billups	Kaitlyn	Scott	22-Aug	Personal
13	Guilford	Erika	Burns	22-Aug	Personal
14	Graham	Carla	Mumford	23-Aug	Personal
15	Piegols	Laura	Law	24-Aug	Personal
16	Ryans	Dennis	Mumford	24-Aug	Personal
17	Sanders	Marilyn	Scott	27-Aug	Unknown
18	Forbes-Mulibwa	Darati	Bethune	29-Aug	Personal
19	Major	Constance	Law	3 Sept	Personal
20	Barnett	Voilida	Mumford	3 Sept	Professional

Education Achievement Authority of Michigan

Equity. Choice. Reinvention.

RESOLUTION 2013-49 (a) and (b)
APPROVAL OF MASTER SERVICES AGREEMENT(S) WITH MATCHBOOK LEARNING SOLUTIONS, INC. FOR OVERALL EDUCATIONAL DEVELOPMENT WITHIN BRENDA SCOTT ELEMENTARY SCHOOL & BURNS ELEMENTARY/MIDDLE SCHOOL

The Executive Committee of the Education Achievement Authority resolves:

1. That the attached Master Services Agreement(s) with Matchbook Learning Solutions, Inc. to provide an overall turnaround plan development, implementation, and blended instruction which includes talent recruitment, teacher development and stakeholder engagement, for Brenda Scott Elementary and Burns Elementary/Middle Schools, for the EAA of Michigan is approved by the Executive Committee of the Authority as the governing body of the Authority;

2. That the Chancellor of the Authority is authorized to execute the Master Services Agreement on behalf of the Authority, subject to the conditions set forth above;

3. That the Secretary of the Executive Committee of the Authority shall enter the terms of the Master Services Agreement in the minutes of the proceedings of the Executive Committee of the Authority.

Certification:

I certify that this resolution was duly adopted by the Executive Committee of the Education Achievement Authority at a properly-noticed open meeting held with a quorum present on the ____ day of _____.

By:_____
President

Legal Counsel
Approved as to Form

MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") is entered into this August 1, 2013 ("**Effective Date**") between the Education Achievement Authority, a Michigan public body corporate ("**EAA**") and Matchbook Learning Solutions, Inc. ("**Vendor**" or "Matchbook Learning").

WHEREAS, EAA desires to retain Vendor to provide certain services as described herein upon the terms and conditions set forth herein and Vendor is willing to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
SERVICES TO BE PROVIDED

Section 1.1 Services. Each individual service to be provided by Vendor to EAA under this Agreement will be defined by a Service Order in the form of the template attached as **Exhibit A**. Each Service Order shall be signed by both parties and will describe the services to be performed ("**Services**"), the schedule for the performance of the Services (the "**Period of Performance**"), any identifiable work product to be delivered by Vendor ("**Deliverables**"), the fixed price or hourly rate for the Services ("**Fees**"), and any other terms that apply to that specific Service Order ("**Special Terms**"). The parties anticipate the possibility of executing multiple Service Orders outlining separate engagements for services. Each Service Order, together with the terms of this Agreement, constitutes a separate contract that will be effective upon execution of the Service Order by the parties. Each Service Order shall be governed by the terms of this Agreement. Except for those Special Terms in the Service Order that expressly provide that they take precedence over this Agreement, in the event of a conflict between this Agreement and the terms of a Service Order, this Agreement shall govern.

ARTICLE II
COMPENSATION

Section 2.1 Fees. All Fees payable to Vendor during the term of this Agreement shall be reflected in each Service Order and shall remain fixed for the duration of the Service Order. Except for the Fees set forth in the applicable Service Order, there are no other fees or costs to be paid by EAA to Vendor. Notwithstanding the foregoing, Vendor acknowledges and agrees that the total amount payable to Vendor hereunder is subject to EAA's annual budgeted amount for such Services. Furthermore, amounts to be paid to Vendor shall not exceed the maximum dollar amount(s) specified in each Service Order, unless Vendor obtains the prior written approval of EAA and the parties execute a modified Service Order.

Section 2.2 Invoices. Vendor shall submit to EAA monthly invoices of Services performed in the previous month. Invoices shall be submitted to: 3022 W. Grand Blvd., Suite 14-652, Detroit, Michigan, 48202, Attention: Accounts Payable. EAA shall pay invoices for Services satisfactorily performed within 45 days after receipt of an invoice from Vendor. In the event that EAA reasonably disputes any amount that appears on an invoice received from Vendor, the parties shall

work together in good faith to resolve the dispute. EAA shall not be required to pay the disputed portion until the dispute is resolved; provided, however, that (i) EAA continues to pay any undisputed amounts consistent with this Agreement, and (ii) Vendor shall continue to provide all of the Services and otherwise perform its obligations under the Agreement. Nonpayment by EAA of disputed amounts shall not constitute a breach of EAA's obligations regarding payment to Vendor or otherwise be considered a basis for termination of this Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF EAA

EAA represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying on such representations and warranties in entering into this Agreement and completing the transactions contemplated hereby:

Section 3.1 Organization and Good Standing. EAA is duly organized, validly existing and in good standing under the laws of the State of Michigan, has all requisite power and authority to own, operate and lease its properties and is duly authorized to do business in the State of Michigan.

Section 3.2 Power and Authorization. EAA has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of EAA and its officers, directors and shareholders for the authorization, execution and delivery of this Agreement and the performance by EAA of its obligations hereunder have been taken. This Agreement, when executed and delivered, shall constitute the legal and binding obligation of EAA in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws not or hereafter in effect generally relating to or affecting creditors' rights.

Section 3.3 No Conflict or Breach. The execution, delivery and performance by EAA of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon EAA or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor represents and warrants to EAA as follows and acknowledges that EAA is relying on such representations and warranties in entering into this Agreement and completing the transactions contemplated hereby:

Section 4.1 Organization and Good Standing. Vendor is duly organized, validly existing and in good standing under the laws of the State of Georgia, has all requisite power and authority to own, operate and lease its properties and is duly authorized to do business in the State of Michigan.

Section 4.2 Power and Authority. The Vendor has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of the Vendor and its officers, and agents for the authorization, execution and delivery of this Agreement and the performance by the Vendor of its obligations hereunder have been taken. This Agreement when executed and delivered, shall constitute the legal and binding obligations of the Vendor in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws not or hereafter in effect generally relating to or affecting creditors' rights.

Section 4.3 No Conflict or Breach. The execution, delivery and performance by the Vendor of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon the Vendor or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

Section 4.4 No Debarment, Pending Governmental Action or Record of Violations. Vendor has not been debarred by either the Federal, State or any local unit of government from providing services, nor is it currently the subject of any debarment or similar proceedings. Vendor has no record of violation of any Federal, State or local government's procurement, contracting or ethics rules.

Section 4.5 Conflicts; No Undue or Improper Influence or Inducement. Vendor represents and warrants that it has disclosed in writing any existing conflicts of interest involving EAA, and that it will disclose in writing to EAA any conflicts that arise during the term of this Agreement. Vendor represents and warrants that it has not and will not offer to EAA or any of EAA's employees any unlawful inducement, prohibited benefit, or improper incentive to enter into this or any other agreement with EAA.

Section 4.6 Performance of Services; Compliance with Law. The Services will be performed in a diligent manner in accordance with industry practices, by individuals of suitable training and skill. Vendor's actions and performance of the Services throughout the term of this Agreement shall be in full compliance with all applicable federal, state and local laws, rules, regulations and standards, including all laws applicable to EAA's operations or to which EAA is otherwise bound. Vendor has and will maintain throughout the term of this Agreement, all licenses, permits, authorizations and approvals necessary for the lawful conduct of its business. No representation or warranty of Vendor contained in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make the statements and facts contained herein not misleading.

ARTICLE V
TERM AND TERMINATION

Section 5.1 Term. This Agreement commences on the Effective Date and shall continue in effect for 12 months ending July 31, 2014 so long as Services are being provided pursuant to a Service Order, or until terminated as provided herein.

Section 5.2 Termination.

(a) EAA may terminate this Agreement or any Service Order hereunder without cause by providing at least thirty days written notice of such termination to Vendor.

(b) Either party may terminate this Agreement for cause upon breach by the other party, which breach remains uncured thirty days after written notice describing such breach is given to the breaching party.

(c) This Agreement may be terminated immediately by a party upon (i) the commission of an illegal act, unethical practice, or violation of public policy, including theft or embezzlement, by the other party; (ii) conduct by the other party that may adversely affect a party, as determined by such party in its sole discretion, or (iii) the filing of bankruptcy by either party. Further, EAA may terminate this Agreement immediately upon the substantial failure of Vendor to perform the services that it is obligated to perform hereunder in a timely manner or breach by Vendor of the provisions of Article VI.

(d) Upon the expiration or termination of this Agreement or a Service Order for any reason, Vendor will cooperate with EAA in the orderly completion or transfer of Services and return of all EAA data and information, including any work in progress. Vendor will recover, as its sole remedy, payment for Services satisfactorily completed prior to such expiration or termination and not previously paid for by EAA. Vendor waives and forfeits all other claims for payment including, without limitation, anticipated profits or revenue or other economic loss arising out of or resulting from such termination or expiration.

ARTICLE VI
CONFIDENTIAL INFORMATION

Section 6.1 Standard of Care. Vendor acknowledges that it may receive or have access to EAA's "Confidential Information", as that term is defined below. Vendor will protect EAA's Confidential Information with the same degree of care as Vendor uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event, less than a reasonable degree of care. Vendor shall not disclose or otherwise make available EAA's Confidential Information to any third party without the prior written consent of EAA; provided, however, that Vendor may disclose the Confidential Information to its officers, employees, and contractors who need access to the Confidential Information to perform their obligations to Vendor or EAA and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Article VI. Further, Vendor shall comply will all confidentiality-related guidelines, standards and law applicable to EAA. Vendor agrees to immediately notify EAA in the event Vendor becomes aware of any loss or unauthorized disclosure of EAA's Confidential Information. The provisions of this Article VI shall survive the termination or expiration of this Agreement.

Section 6.2 Confidential Information. "Confidential Information" means any information related to the business, personnel and operations of EAA obtained by Vendor, and may include, but is not limited to, business affairs, data, manuals, financial and accounting data, data and information concerning students, contracts, intellectual property, proprietary information and other operational information. Confidential Information shall not include anything that Vendor can document: (i) was generally available to the public at the time it was received by Vendor, (ii) was known to Vendor, without restriction, at the time of disclosure, or (iii) was independently developed by Vendor without any use of the Confidential Information.

Section 6.3 Return of Confidential Information. Upon expiration or termination of this Agreement, Vendor shall promptly return to EAA all Confidential Information of EAA and all copies, or at EAA's option, Vendor shall destroy the Confidential Information.

ARTICLE VII
AUDITS

Section 7.1 General. Upon reasonable notice from EAA, Vendor shall provide EAA and its agents, regulators, accountants and inspectors access to, and any assistance and information that they may reasonably require with respect to the Services to, among other things, verify the security of EAA Confidential Information and examine Vendor's performance of the Services to enable EAA to confirm Vendor's compliance with this Agreement and applicable law.

Section 7.2 Cooperation and Record Retention. Vendor agrees to maintain accurate books and records in connection with Vendor's performance of the Services. Unless returned to EAA, upon its written request, all such books and records (including, without limitation, all papers, correspondence, data, information, reports, records, receipts, and other sources of information relating to the Services and Fees paid to Vendor) will be held and preserved for the duration of this Agreement and for a period of six years after the expiration or termination of this Agreement. Vendor shall make such books and records available to EAA at EAA's request. Further, Vendor shall, and shall cause its agents, employees and contractors to provide EAA with all assistance required to enable EAA to comply with applicable law and standards pertaining to the disclosure and confidentiality of such books and records.

ARTICLE VIII
INDEMNIFICATION, DAMAGES, INSURANCE AND WARRANTIES

Section 8.1 Indemnification. Vendor shall indemnify and hold harmless EAA and EAA's employees, agents, directors and officers against all liability arising out of, or resulting from any third party claim, suit, action or proceeding arising out of or resulting from (i) the failure of Vendor or any of its agents, employees or contractors, to comply with the terms of this Agreement or any applicable law; or (ii) any injury, loss, claim or damages arising from the actions or omissions of Vendor or an agent, employee, director, officer or contractor of Vendor.

Section 8.2 Limitation of Liability; No Special Damages. Notwithstanding any other provision of this Agreement, EAA shall not be liable to the Vendor for any damages for loss of profits, loss of revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or

punitive damages arising out of the performance or failure to perform under this Agreement or any Service Order. Nothing in this Agreement shall be construed as a waiver of governmental immunity, where applicable. No such limitation upon Vendor's liability for damages shall exist unless expressly set forth in the Special Terms of the Service Order.

Section 8.3 Insurance.

(a) At all times during the term of this Agreement, Vendor shall procure and maintain, at its sole cost and expense, the following types and amounts of insurance coverage issued by an insurance company reasonably acceptable to EAA:

(1) Commercial General liability, covering bodily and personal injury, property damage, and contractual liability insuring the activities of Vendor under this Agreement, in a minimum amount of One Million Dollars ($1,000,000) per claim and Five Million Dollars ($5,000,000) in the annual aggregate, adding EAA as an additional insured with respect to this Agreement.

(2) Commercial Automobile liability with limits of One Million Dollars ($1,000,000) per claim and Five Million Dollars ($5,000,000) in the annual aggregate, adding EAA as an additional insured with respect to this Agreement.

(3) Worker's compensation insurance in amounts required in accordance with applicable laws.

(4) Errors and Omissions/Professional liability with limits no less than One Million Dollars ($1,000,000) per claim and Three Million Dollars ($3,000,000) in the annual aggregate.

(b) Upon request by EAA, Vendor shall provide EAA with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section 8.3. Such certificates of insurance shall not be materially amended or cancelled without thirty days prior written notice to EAA; provided that, prior to such cancellation, Vendor shall have new insurance policies in place that meet the requirements of this Section 8.3.

Section 8.4 Disclaimer of Warranties. EXCEPT AS (1) EXPRESSLY SET FORTH IN THIS AGREEMENT, AND, (2) WITH RESPECT TO VENDOR ONLY, AS SET FORTH IN THE SPECIAL TERMS OF A SERVICE ORDER, NEITHER EAA NOR VENDOR MAKES ANY OTHER REPRESENTATION OR WARRANTY REGARDING THE SERVICES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

ARTICLE IX
DISPUTES

Section 9.1 Informal Dispute Resolution. EAA and Vendor will attempt to settle any dispute through informal good faith negotiations The dispute will be escalated to appropriate senior level management of the parties, if necessary. If such managers are unable to resolve the dispute within ten business days of referral (or any other mutually agreed upon timeframe), the parties will undertake non-binding mediation as described below in a good faith attempt to resolve such dispute.

Section 9.2 Mediation. There will be a single mediator. If the parties cannot agree upon an acceptable mediator within ten days of termination of the negotiations under Section 9.1, each party will select one mediator from a list of not less than five mediators provided by the other party. These two mediators will select a third mediator who will serve as the sole mediator. Subject to the availability of the mediator, the mediation will occur not more than thirty days after the request for mediation. The mediation process will continue until the dispute (or any part thereof) is resolved or until such time as the mediator makes a finding that there is no possibility of resolution short of referring the parties to final and binding arbitration. The mediation will be held in Detroit, Michigan, unless the mediator, on his or her own initiative, wishes to conduct any mediation proceeding by telephone, facsimile transmission or other means of communication. The cost of mediation, including the mediator's fees and expenses, will be shared equally by the parties. Each party will have the right to be represented by attorneys of their own choosing to advise them before and during the mediation process and their attorneys may review any settlement agreement, or other agreement, which the parties have reached through mediation, prior to the execution of such agreement. The parties agree that the mediator is acting in a neutral capacity and is not serving as an attorney, advocate, representative or fiduciary for either or both of them. Each party will pay its own attorney's fees and costs. In connection with the mediation process, the mediator may meet in confidential "caucus" sessions separately with each party. The mediator will be obligated to treat as confidential and refrain from disclosing to the other party or its counsel any information conveyed to the mediator during the caucus sessions unless the party conveying such information authorized the mediator to disclose it to the other party.

Section 9.3 Binding Arbitration. Should any dispute (or part thereof) remain between the parties after completion of the mediation process described in Section 9.2, such dispute will be submitted to final and binding arbitration in Detroit, Michigan under the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**"), except to the extent that the AAA Rules are contrary to the specific terms of this Section 9.3, provided, however, that at the election of EAA, the arbitration may be done privately and not under the auspices of the AAA, although the AAA rules shall still otherwise govern except as herein stated. There will be three arbitrators. Each party will select one arbitrator. The two arbitrators selected by the parties will select a third arbitrator. At least one of the arbitrators will have at least five years of relevant experience. Each party may be represented by an attorney selected by the party. The costs of the arbitration, including the arbitrators' fees and expenses, will be shared equally by the parties. Each party will pay its own attorney's fees and costs; provided that, if the arbitrators find either party has acted in bad faith, the arbitrators will have discretion to award attorneys' fees to the other party. No party may raise new claims against the other party in the arbitration not raised during mediation. The arbitrators will have the power to resolve all disputes between the parties. The arbitrators will apply the law of the