

## **FIRST AMENDMENT TO DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT PUBLIC SCHOOL ACADEMY CONTRACT**

This First Amendment to the Detroit Public Schools Community District Public School Academy Contract ('Amendment') made and entered as of June 30, 2025, by and between Detroit Public Schools Community District, a Michigan community school district and statutory body, successor by operation of law to the School District of the City of Detroit with a principal address of 3011 W. Grand Blvd., Fisher Building, 14th floor, Detroit, Michigan 48202 ("DPSCD") and MacDowell Preparatory Academy, a Michigan public school academy located at 4201 West Outer Drive, Detroit, Michigan 48221 ("PSA" or "Academy").

**WHEREAS**, the Academy and DPSCD entered into a certain Detroit Public Schools Community District Public School Academy Contract as of July 1, 2022 ("Contract"), which authorizes the Academy to operate a public school academy under Part 6A of Act No. 451, Public Acts of Michigan, 1979, as amended (the "Code");

**WHEREAS**, unless terminated earlier as provided in the Contract, the Contract expires June 30, 2025;

**WHEREAS**, the PSA requested DPSCD extend the term of the Contract to facilitate financing of the school building which houses its educational operations;

**WHEREAS**, the Academy and DPSCD desire to amend the Contract to extend the term and further modify provisions of the instrument;

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The above-referenced recitals are incorporated herein by reference.
2. Capitalized Terms. Unless otherwise defined in this Amendment, capitalized terms used herein shall have the meaning assigned to such terms in the Contract.
3. Definitions. The following definition found in Article I Definitions, Section 1.01 of the Contract is deleted in its entirety and replaced with the following:

"Resolution" means the consent actions taken by the DPSCD School Board on December 14, 2021 and March 22, 2024 respectively, which for purposes of this Contract, shall each constitute an authorizing body resolution described in Part 6A of the Code".

4. Section 3.02 of the Contract is deleted in its entirety and replaced with the following provision:

*3.02 Method of Selection, Length of Term, and Number of Members of the PSA Board.*

(a) Method of Selection. The members of the PSA Board shall be the individuals named on Attachment B, who shall each be citizens of the United States. In the event of a vacancy on the PSA Board, whether by resignation, removal or conclusion of a term, the PSA Board shall present the names and credentials of two (2) qualified persons for each PSA Board vacancy to DPSCD along with such additional forms, information and certificates required by DPSCD, within the earlier of (i) thirty (30) business days of such vacancy, or (ii) two (2) business days after the next regularly scheduled PSA Board meeting. DPSCD will consider all candidates presented by the PSA, along with other candidates DPSCD may recruit, provided however, DPSCD is not required to select any candidate presented by the PSA Board. Within thirty (30) days after the effective date of the vacancy (whether or not the PSA Board has presented any candidates, with the requisite documentation), DPSCD shall select someone to fill the vacancy. If DPSCD does not make a timely selection, the PSA Board may select one of the two persons presented to fill each PSA Board vacancy subject to DPSCD further approval. A person selected to fill a vacancy created other than by expiration of a term shall be appointed for the unexpired term of the vacating member. In all cases, the PSA Board is required to pay the costs related to any and all criminal background checks required by DPSCD and/or the Code to be performed.

(b) Length of Term. The term of each member of the PSA Board shall be three (3) years.

(c) Removal. DPSCD may terminate the service of any PSA Board member at any time at its sole discretion. The PSA Board may remove a director upon a 2/3 vote of its members.

(d) Number of Directors. The number of members of the PSA Board shall (i) not be fewer than five (5) but preferably seven (7) nor more than nine (9) as determined from time to time by the PSA Board with the consent of DPSCD and (ii) be an odd number. All members of the Academy Board shall be citizens of the United States and residents of Michigan.

(e) Qualifications. To the extent possible, the members of the PSA Board shall include at least one representative of the parents of children attending the Academy. Members of the PSA Board shall not include: (i) employees of the Academy or their Relatives; (ii) owners, directors, officers and employees of a management company that contracts with the Academy or their Relatives; (iii) owners, directors, officers and employees of a company, or a person, who leases property to the Academy or their Relatives, unless the DPSCD Designee consents to such membership and the lease was approved by a majority of the other board members; or (iv) executive employees or board members of DPSCD or their Relatives.

(f) Oath. All members of the PSA Board shall take and sign the constitutional oath of office and shall cause a copy of such oath of office to be filed with the DPSCD Office of Charter Schools. No appointment shall be effective prior to the

taking and signing of the oath of office.

5. Section 6.03(a) of the Contract is amended by replacing the provision with the following:

“(a) The Academy must abide by the DPSCD Board School Grading System, which is subject to change from time to time, as calculated in Attachment I-1 attached hereto”.

6. The first sentence of Section 15.01 of the Contract is deleted and replaced as follows:

“This Contract is effective as of July 1, 2022 and shall remain in full force and effect until June 30, 2027, unless terminated earlier as provided herein”.

7. Voluntary and knowing Execution. Each party certifies and warrants that it read and understands and is in full concurrence with the provisions of this Amendment and that it entered into and executed this Amendment voluntarily and with full knowledge of its significance, meaning and binding effect.

8. Conflict. Except as otherwise provided herein, the terms and conditions of the Contract shall remain in effect. To the extent of a conflict between the provisions of this Amendment and the Contract, the terms of this Amendment shall govern and control.

9. Entire Agreement. The Charter Agreement and this First Amendment shall constitute the entire agreement between the parties with respect to the subject matter hereof; superseding all prior understandings, agreements, contracts or arrangements between the parties, whether oral or written.

10. Electronic Signature. A signature transmitted via facsimile, electronic mail or an authenticated and secure digital signature platform shall be deemed original for all purposes hereunder.

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IN WITNESS WHEREOF, MacDowell Preparatory Academy caused this First Amendment to the Detroit Public Schools Community District Public School Academy Contract to be executed by its duly authorized representative as of the date first written above.

**MACDOWELL PREPARATORY ACADEMY**

By Tenitra Yarney

Print Name: Tenitra Yarney

Title: Board Chair

IN WITNESS WHEREOF, Detroit Public Schools Community District caused this First Amendment to the Detroit Public Schools Community District Public School Academy Contract to be executed by its duly authorized representative as of the date first written above.

**DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT**

By:  \_\_\_\_\_

Print Name: Nikolai P. Vitti, Ed.D.

Title: Superintendent

## ATTACHMENT I-1

### K-8 Metrics

Category	Metric Name	Weight
Proficiency	ELA Proficiency on State Tests	100 pts
	Math Proficiency on State Tests	100 pts
	Science Proficiency on State Tests	100 pts
	Social Studies Proficiency on State Tests	100 pts
Growth	ELA Growth for All Students	100 pts
	Math Growth for All Students	100 pts
	ELA Growth for Continuously Enrolled Students	100 pts
	Math Growth for Continuously Enrolled Students	100 pts
	ELA Growth for Bottom 30% Students	100 pts
	Math Growth for Bottom 30% Students	100 pts
	ELL Growth on WIDA ACCESS	100 pts
Non-Academic	Percent of Students Not Chronically Absent	100 pts
	Student Love, Challenged, Prepared Index	100 pts
	Percent Favorable in Annual Parent School Surveys	100 pts
	Student Re-enrollment Rate	100 pts
Bonus Points	Percent of Students with Stretch Growth in ELA	35+ pts
	Percent of Students with Stretch Growth in Math	35+ pts
	Percentage point reduction in Chronic Absenteeism	10+ pts
	Return top Pre-Pandemic FTE Levels	20 pts