



BAY MILLS

COMMUNITY COLLEGE
CHARTER SCHOOLS OFFICE

January 16, 2019

Jill Thompson
Michigan Department of Education
608 West Allegan Street
P.O. Box 30008
Lansing, MI 48909

Dear Ms. Thompson:

Enclosed please find a CD containing Contract Amendment No. 3 for Detroit Community Schools. If you have any questions, please contact me at (906) 248-8446.

Sincerely,

A handwritten signature in blue ink that reads "Mariah Wanic".

Mariah Wanic, Special Assistant to the
President in Charge of Charter Schools

CONTRACT AMENDMENT NO. 3

BETWEEN

BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS
(AUTHORIZING BODY)

AND

DETROIT COMMUNITY SCHOOLS
(PUBLIC SCHOOL ACADEMY)

CONTRACT AMENDMENT NO. 3


DETROIT COMMUNITY SCHOOLS

In accordance with Article IX of the Terms and Conditions, incorporated as part of the Contract to Charter a Public School Academy and Related Documents, issued by **BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS** ("College Board") to **DETROIT COMMUNITY SCHOOLS** ("Academy") on **July 1, 2014** ("Contract"), the parties agree to amend the Contract as follows:


1. Amend Article XII, Section 12.9 of the Terms and Conditions, Term of Contract, by deleting (c) and replacing it with the following language:

Extended Term of Contract. If the Academy satisfies the conditions set forth above in Section 12.9(b), this Contract shall be extended six (6) additional academic years and shall expire on June 30, 2021, unless sooner terminated according to the terms hereof ("Contract Term").

This amendment is hereby approved by the College Board and the Academy through their authorized designees, and shall have an effective date of December 4, 2018.


By: Michael C. Parish, President
Bay Mills Community College
Designee of the College Board

Dated: 12-4-18


By: Nancy Berkompas, Conservator
Detroit Community Schools
Designee of the Academy Board

Dated: 1/9/19

- (iii) By August 31, 2014, the Academy Board shall develop Board policies. During the initial term of the Contract all Board members shall attend Board training as provided by the University Board.
- (iv) By August 31, 2014, the Academy shall provide documentation to the Charter Schools Office Director confirming that the Academy has received occupancy approval from the Michigan Department of Energy, Labor and Economic Growth's Bureau of Construction Codes and Fire Safety for the Academy's school facility identified in Schedule 6.
- (v) By August 31, 2014, the Academy shall provide documentation to the Charter Schools Office Director that it has obtained a short-term cash flow loan to cover the initial cost of operations for the 2012-2013 academic year. The Academy shall comply with Section 1225 of the Revised School Code and the Revised Municipal Finance Act with respect to approving and obtaining such funds.
- (vi) By June 30, 2015, the Academy shall provide documentation demonstrating that the Academy has enrolled achieved the Educational Goals set forth in Schedule 7(b).
- (vii) By June 30, 2015, the Academy shall provide documentation demonstrating that the Academy has successfully implemented the Educational Program set forth in Schedule 7(c).
- (viii) Any additional financial information or documentation requested by the University Board or the Charter Schools Office Director.

The Charter Schools Office Director shall notify the Academy in writing following completion of the conditions set forth in this Section 12.9(b). For good cause, the Charter Schools Office Director may extend the deadlines set forth above. If the Charter Schools Office Director determines that the Academy has not satisfied the conditions set forth in this Section 12.9(b), the charter Schools Office Director shall issue a Contract termination letter to the Academy for failing to meet certain conditions set forth in this Section 12.9(b). The issuance of the termination letter by the Charter Schools Office Director shall automatically terminate this Contract without any further action by either the University Board or the Academy Board. Upon issuance of the termination letter, the Charter Schools Office Director shall notify the Superintendent of Public Instruction and the Michigan Department of Education that the Contract has been terminated.

Extended Term of Contract. If the Academy satisfies the conditions set forth above in Section 12.9(b), this Contract shall be extended six (6) additional academic years and shall expire on June 30, 2021, unless sooner terminated according to the terms hereof ("Contract Term"). If the Academy, for any reason, is unable to enroll students and conduct classes by