



## AMENDMENT NO. 001

This Amendment (the "Amendment") made as of the 21<sup>st</sup> day of June, 2022 ("Effective Date") is to the Agreement by and between the Detroit Public Schools Community District (the "District") and Development Centers ("Supplier") dated on or around August 27, 2021 and any amendments hereto (collectively, the "Original Agreement").

### STATEMENT OF AMENDMENT TO ORIGINAL AGREEMENT

1. The following language shall replace Section B: Schedule: Pricing:

Approved staff, working on-site, at assigned District locations shall be billed to the District at \$50/Hour. This rate is flat and is all-inclusive of labor, materials, supplies, travel or any other necessary items.

**FY22 retention bonus:** School-based mental health contractors are eligible for a \$1,000 bonus if they:

- 1) were employed by the vendor and assigned to a DPSCD school as of October 1, 2021;
- 2) have worked consecutively at a DPSCD school since then; and
- 3) are still employed by the vendor and assigned to a DPSCD school by June 1, 2022.

Contractors that meet criteria #2 and #3 above, but not #1, may be eligible for a \$500 bonus if they were employed by February 1, 2022.

Contractors are eligible for no more than a \$1,000 bonus during FY22. Each vendor may reimburse for no more than \$1,000 per school during FY22. Each vendor is responsible for determining bonus eligibility. Vendor will submit one invoice to DPSCD across all schools for reimbursement, no later than June 10, 2022. Mental health contractors are eligible for a maximum \$1,000 bonus if they worked the full year.

The vendor may invoice DPSCD for the cost of the bonus and any employment-related taxes only.

**FY23 retention bonus:** School-based mental health contractors are eligible for a \$5,000 bonus if they work in a DPSCD school full time for the 2022-2023 school year.

The retention bonus is paid once per quarter, at \$1,250 per quarter. In order to be eligible for the payment, contracted staff must be employed by the vendor between the following dates and are assigned to a DPSCD school for the entirety of these periods.

- Quarter 1: August 22, 2022 to October 31, 2022
- Quarter 2: November 1, 2022 to January 15, 2023
- Quarter 3: January 16, 2023 to March 31, 2023
- Quarter 4: April 1, 2023 to June 16, 2023

Each contractor is eligible for no more than a \$5,000 bonus during FY23. Each vendor may be reimbursed for no more than \$5,000 per contractor during FY23. The vendor is

responsible for designating which contractors are eligible for this bonus and submit one invoice to DPSCD across all schools for reimbursement, no later than June 10, 2023. Supplier shall submit an itemized invoice to DPSCD for each active eligible contractor who serviced a DPSCD School for the entire duration of the immediately preceding calendar quarter.

The vendor may invoice DPSCD for the cost of the bonus and any employment-related taxes only.

2. The list of locations outlined in Section C Scope of Service shall be replaced by:
  - Cody High School
  - Cooke Elementary School
  - Detroit Marygrove
  - Dossin Elementary School
  - Foreign Language Immersion & Cultural Studies
  - Renaissance High School
  - Dixon Elementary School (to be assigned pending staffing availability)
3. If any provision of this Amendment is held to be void or unenforceable, the remaining provisions are considered to be severable and their enforceability is not affected or impaired in any way by reason of such law or holding.
4. The terms and conditions of the Original Agreement remain in effect except as otherwise stated herein. In the event that any provision of this Amendment conflicts with any of the provisions set forth in the Original Agreement, the provisions of this Amendment shall govern and control.
5. The Original Agreement and this Amendment 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.
6. This Amendment is incorporated by reference in, and is part of the Original Agreement. This Amendment need not be referenced in any instrument or document at any time referring to the Original Agreement, a reference to either the Original Agreement or the Amendment shall be deemed a reference to the Original Agreement, as modified hereby.
7. Capitalized terms defined in the Original Agreement and used in this Amendment shall have the respective meanings assigned to such terms in the Original Agreement, unless clearly otherwise defined in the Amendment.
8. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together constitute one and the same document.
9. The Parties further agree that a signature transmitted via facsimile or electronic mail shall be deemed original for all purposes hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the latest date so written.

**Signature of Authorized Supplier  
Representative:**

Catherine L. Liesman

Print Name: Catherine L. Liesman

Date: 07/01/2022

**DETROIT PUBLIC SCHOOLS  
COMMUNITY DISTRICT**

**Approved By:**

Nikolai P. Vitti, Ed.D., Superintendent

Date: 7/11/2022

**Approved as to form by:  
Office of The General Counsel**