



FIRST AMENDMENT TO CONTRACT

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment"), is dated for convenience, **November 19, 2024**, in Concord, California, by and between the Mount Diablo Unified School District ("District") and **Dianne Adair Day Care Centers, Inc.** ("Contractor"), collectively, the "Parties."

RECITALS

WHEREAS, on **August 14, 2024**, the District and Contractor entered into an AGREEMENT (the "Agreement"), whereby Contractor would provide after-school expanded learning services to District students;

WHEREAS, the District and Contractor desire to amend the Agreement on the terms and conditions set forth herein to **reflect the parties agreement to provide for hiring bonuses**; and

WHEREAS, this amendment to the Agreement is consistent with the requirements of California Public Contract Code ("PCC") §§ 20111 *et seq.*

NOW, THEREFORE, be it agreed between the Parties as follows:

- A. Section 3 (Compensation):** Section 3 is revised to provide that the compensation to Contractor for this First Amendment shall not exceed: **twelve thousand dollars** dollars (**\$12,000**), resulting in the total Compensation under the Agreement and First Amendment not exceeding: (\$3,598,000). All other provisions of Section 2 remain in full force and effect.
- B. Appendix B (Schedule of Fees):** **Appendix B** is hereby amended to provide as follows: The District agreed to a hiring bonus for each new employee hired at the start of the 2024-25 school year of \$500 per employee for a total of twenty-four employees. All other provisions of **Exhibit B** remain in full force and effect.
- C. Legal Effect:** Except as expressly amended by this First Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect including fully incorporated Appendices.

IN WITNESS WHEREOF, this First Amendment has been executed by the authorized representatives of the Parties hereto on the day signed below, and only becomes effective upon Board ratification/approval, as applicable.



MT. DIABLO
UNIFIED SCHOOL DISTRICT

**DIANNE ADAIR DAY CARE
CENTERS, INC.**

APPROVED

BY: Brian Carline

DATE:

12/09/24

MT DIABLO UNIFIED SCHOOL DISTRICT

APPROVED:

BY: [Signature]
CHIEF OF EDUCATIONAL SERVICES

DATE:

12/10/2024

RECOMMENDED:

BY: Celuste Graybill Kitts
DIRECTOR OF PARTNERSHIP

DATE:

12/10/2024

REVIEWED:

BY: [Signature]
Elizabeth McClanahan,
Director PURCHASING DEPARTMENT

DATE:

12/10/24