



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 **Right at School, 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 an increase in the number of up students served (~390)**; 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 the First Amendment shall not exceed one million three hundred fifteen thousand and zero cents (\$1,315,000) bringing the total compensation under the Agreement and First Amendment to four million seven hundred seventy thousand dollars and zero cents (\$4,770,000.00). All other provisions of Section 3 remain in full force and effect.
- B. Appendix A (Scope of Services):** Appendix A is revised to provide that RAS will hire an additional 19 Educators, resulting in the total of 91 Educators. All other provisions of Appendix A remain in full force and effect.
- C. Appendix B (Schedule of Fees):** Appendix B is hereby amended to provide as follows:
 - a. The minimum investment for TK/K and Elementary/Middle Schools is revised as follows:
 - i. $\$3,400 \times 10 \text{ TK/K students per school} \times 7 \text{ Schools} = \$238,000$
 - ii. $\$2,850 \times 30 \text{ 1st - 8th students per school} \times 10 \text{ Schools} = \$855,000$
 - iii. $\$600 \times 10 \text{ TK/K students per schools} \times 7 \text{ Schools} = \$42,000$
 - iv. $\$600 \times 30 \text{ students per 1st- 8th schools} \times 10 \text{ Schools} = \$180,000$
 - v. **Minimum Investment Total:** \$1,315,000
 - b. **Expected Investment:** Based on the District’s projections of 1,450



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students (increased by 390 students) for 180 Academic Days and 730 students for the 30 Non Instructional Days, the estimated investment total is \$4,770,000.

c. All other provisions of Appendix B remain in full force and effect.

D. 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.

RIGHT AT SCHOOL

APPROVED

BY: Emily Keith

DATE: 12-10-24

MT DIABLO UNIFIED SCHOOL DISTRICT

APPROVED:

BY: [Signature]
CHIEF OF EDUCATIONAL SERVICES

DATE: 12/11/24

RECOMMENDED:

BY: Celeste Graybill Ketts
DIRECTOR OF PARTNERSHIP

DATE: 12/11/24

REVIEWED:

BY: [Signature]
Elizabeth McClanahan,
Director PURCHASING DEPARTMENT

DATE: 12/12/24