

**AMENDMENT TO SERVICES AGREEMENT  
BETWEEN LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT AND  
FIRST STUDENT, INC.**

This Amendment (“Amendment”) to the Special Education Pupil Transportation Services Agreement (“Agreement”) between Livermore Valley Joint Unified School District (“District”) and First Student, Inc. (“Contractor”), is dated as of this \_\_ day of September, 2024, (“Effective Date”), by and between the District and Contractor. District and Contractor may be referred to in this Amendment singularly as a “Party” or collectively as the “Parties.”

**RECITALS**

1. The Parties entered into the Agreement on or around September 5, 2023, pursuant to which Contractor agreed to provide District with the following services: special education pupil transportation services. The use of the term “Agreement” throughout this Amendment shall be defined to include any prior amendments entered into between District and Contractor.

2. The Parties now desire to make certain clarifications and amendments to the Agreement as set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS AND THE MUTUAL COVENANTS CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

**AGREEMENT**

1. RECITALS. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. COMPENSATION.

The Parties hereby mutually agree to a reduction of the annual increase in rates from 3% to 1.5% for services provided under this Agreement for the 2024-2025 school year.

3. RENEWAL.

The language in Section 1 of the Agreement is deleted in its entirety and replaced with the following language:

The term of this Contract shall be from October 7, 2023, through June 30, 2025, provided that District staff may begin the term at a date prior to October 7, 2023, if necessary to fulfill the District’s needs for “Daily Special Education Transportation” and “Supplemental Special Education Transportation” as each term is defined in Section 2 of the Agreement. The term of this Contract may be extended up to three (3) additional one

(1) year increments, which the District may exercise in writing at its sole discretion prior to May 1 of the year ending the current Contract term.

The Contract as renewed shall include all the terms and conditions of this Contract as well as any amendments thereto. Renewal is contingent, in part, on Contractor's performance during the term of this Contract, including Contractor's conformance with all terms and conditions of the current Contract and any amendments thereto.

4. MISCELLANEOUS.

- a. The Agreement is modified by this Amendment and together, the Agreement and the Amendment constitute the entire understanding and agreement between the Parties, and no addition to, or modification of, any term or provision of the Agreement or the Amendment shall be effective unless it is set forth in writing, signed by the Parties, and is duly approved by the Parties.
- b. Except as expressly modified by this Amendment, the Agreement shall continue in full force and effect according to its terms. The Parties ratify and affirm all their respective rights and obligations under the Agreement, and Amendment. In the event of any conflict between this Amendment and the Agreement, this Amendment shall control.
- c. The undersigned, by their signatures, represent and warrant that they are authorized agents of their respective entities and are validly authorized to execute this Amendment on behalf of the entity that they purport to bind.
- d. This Amendment shall become effective when it has been signed by both Parties and ratified by the District's Board of Trustees.
- e. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. A facsimile or electronically-transmitted signature shall be sufficient to bind each party, subject to the term set forth herein.

IN WITNESS HEREOF, the Parties hereto have caused this Amendment to be executed as of the effective date first set forth above.

LIVERMORE VALLEY JOINT  
UNIFIED SCHOOL DISTRICT

CONTRACTOR

By \_\_\_\_\_

By \_\_\_\_\_

Name (PRINT) \_\_\_\_\_

Name (PRINT) \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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