

AMENDMENT No. 1 TO AGREEMENT BY AND BETWEEN
SAN JOSÉ UNIFIED SCHOOL DISTRICT AND EdTHEORY, LLC

This Amendment to Service Agreement For Contracted Health Professionals (“Amendment”) is made and entered into between San José Unified School District (“District”) and EdTheory, LLC, (“Contractor”) (collectively “Parties”; “Party” shall refer to Contractor and/or District).

RECITALS

- A. WHEREAS, Contractor and District entered into a written Agreement in an amount not to exceed Four Hundred Thousand Dollars (\$400,000.00) for Contracted Health Professionals Services on or about July 24, 2024, identified as (“Agreement”):
- B. WHEREAS, The Service [Agreement](#) Term was based on a one (1) year Term. The Amendment shall include an extension of the Service Term for one (1) additional year;
- C. WHEREAS, the Service Agreement Compensation shall be increased for additional Contracted Health Professionals to be provided for the 2025-2026 school year.
- D. WHEREAS, it is now the desire and intention of the Parties to amend the Agreement as indicated in this Amendment,

NOW, THEREFORE, in light of the foregoing facts and in further consideration of the promises and agreements of the Parties set forth herein below, it is mutually agreed as follows:

TERMS AND CONDITIONS

- 1. The dates reflected in Article 2. Term commencing on July 1, 2024 (Effective Date) through June 30, 2025 (Expiration Date) shall be extended and the expiration date replaced with June 30, 2026 (Expiration Date) for additional services of Contracted Health Professional Services during the 2025/2026 school year:
- 2. The Compensation reflected in Article 4. not to exceed Amount reflected shall be increased to Eight Hundred Thousand Dollars (\$800,000.00) rather than the not to exceed amount of Four Hundred Thousand Dollars (\$400,000.00).
- 3. The Parties acknowledge that this Amendment is subject to approval or ratification by the District Board of Education (“Board”). In the event that the Board rejects this Amendment, none of the Parties shall be deemed to have waived any rights with respect to the Agreement.
- 4. All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Agreement, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the Parties have accepted, agreed, and executed this Amendment on the date(s) specified below.

SAN JOSÉ UNIFIED SCHOOL DISTRICT

EdTHEORY, LLC

Dated:

Dated: 6/6/2025

By:



By:

DocuSigned by:
Rajat Mehrotra
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Tracy Morrison
Director, Procurement

Rajat Mehrotra
Associate Director – Client Services