

**AMENDMENT NO. 2 TO AGREEMENT
FOR
PREDEVELOPMENT SUPPORT FOR EMPLOYEE HOUSING
BY AND BETWEEN
SAN JOSE UNIFIED SCHOOL DISTRICT
AND
EDUCATIONAL HOUSING PARTNERS, INC.**

This Amendment No. 2 to the Agreement For Predevelopment Support for Employee Housing (“Amendment 2”) is made and entered into between **San José Unified School District** (“District”) and **Education Housing Partners, Inc.** (“Contractor or EHP”) on this 11th day of June, 2026. District and Contractor or EHP may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

- A. **WHEREAS**, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and
- B. **WHEREAS**, the District requires such services and advice and the Consultant warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District; and
- C. **WHEREAS**, the Parties entered into an Agreement on or about June 13, 2025 for Contractor to perform predevelopment support for employee housing Services from May 9, 2025, through August 5, 2025 (“**Agreement**”); and
- D. **WHEREAS**, the Parties subsequently amended the Agreement on or about January 26, 2026, to extend the terms of the agreement through December 31, 2026 and to increase the compensation to account for actual work completed by consultants, (“**Amendment 1**”); and
- E. **WHEREAS**, the Parties now desire to amend the Agreement to increase the total not to exceed compensation amount to account for additional consulting services and the exploration of project options; and
- F. **WHEREAS**, the Parties now desire to amend the Agreement to include the additional scope of services contemplated in the new not-to-exceed compensation amount as set forth herein.

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. **4. Compensation.** The original not to exceed amount of the Agreement of **forty-five thousand dollars (\$45,000.00)** was amended by an increase of **sixty-nine thousand dollars (\$69,000.00)** through **Amendment 1. This Amendment No. 2 further increases the not-to-exceed amount by four hundred thousand dollars (\$400,000.00)** to reflect a cumulative total contract not to exceed amount of **five hundred and fourteen thousand dollars (\$514,000.00)**.
- 2. Amend the Scope of Services listed under “Exhibit A” to include the following additional activities under the “Design Coordination/Management” category of services:
 - Retain a property condition consultant to prepare a property condition assessment, including MEP Systems, a limited structural condition assessment, and a detailed fire and safety assessment.
 - Retain a seismic consultant to prepare a seismic risk assessment and probable maximum loss evaluation.
 - Retain a geotechnical consultant to conduct a geotechnical peer review.
 - Retain an environmental consultant to conduct Phase I and Phase II Assessment peer reviews.
 - Retain a certified accessibility specialist to conduct an accessibility assessment.
 - Retain a civil engineer/surveyor to conduct an ALTA Survey, as needed.

- Retain a construction consultant to conduct a construction quality review and punch list, as needed.
- Retain a property management consultant to conduct an operating expense analysis and lease up strategy.
- Retain a homeowner’s association (“HOA”) consultant to review and analyze HOA documents.
- Retain any specialized consultants EHP deems necessary to evaluate and analyze potential properties for employee housing.
- Advise on project management matters.

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 does not approve the 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 hereto have executed this Amendment as of the date that is later of the two dates set forth below.

Dated:

Dated: 6/4/2026

SAN JOSÉ UNIFIED SCHOOL DISTRICT

EDUCATION HOUSING PARTNERS, INC.

By:

By:

Signed by:

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Name: Tracy Morrison
 Title: Director, Procurement

Name: Bruce Dorfman
 Title: CEO