AMENDMENT NO. 1
TO AGREEMENT FOR [PROFESSIONAL][SPECIAL] SERVICES
WITH INCLUSION COLLABORATIVE, THE SANTA CLARA COUNTY OFFICE OF EDUCATION (SCCOE)

In connection with the Agreement for [Professional][Special] Services dated as of October 1, 2019 (the "Original Agreement") between the GILROY UNIFIED SCHOOL DISTRICT ("District") and INCLUSION COLLABORATIVE, THE SANTA CLARA COUNTY OFFICE OF EDUCATION (SCCOE) ("Consultant"), which consists of the Original Agreement, [the Proposal relating to the Original Agreement, the District's Request for Proposals dated October 1, 2019 and several Exhibits, the Consultant and the District hereby amend the Original Agreement pursuant to this Amendment No. [1] (the "Amendment," and together with the Original Agreement, the "Agreement"), by and between the District and the Consultant, as follows:

1. **Compensation**. The amount specified as compensation in **Paragraph 4** of the Original Agreement is hereby deleted and replaced with the following amount: $9,000. Payment of the fee shall remain subject to the agreed-upon Compensation specified in the Original Agreement and the rates or schedule of fees specified in **Exhibit B** thereto.

2. **Services**. The services described in **Exhibit A** of the Original Agreement are hereby amended. The revised **Exhibit A** is incorporated herein by this reference.

The Services described herein do constitute additional services within the meaning of the Original Agreement.

3. **Additional Term[s]**. The following new provision[s] is hereby added to the Original Agreement:
Provide additional Professional Development remaining dates of the school year for general educational teachers and special educational teachers.

4. **Effective Date of Amendment**. This Amendment No. 1 shall be dated and in full force and effect on the date signed by the District, as indicated below.

5. **No Other Changes; Entire Agreement**. All provisions of the Original Agreement not specifically changed herein remain in full force and effect. This Amendment, together with the Original Agreement, constitutes the full agreement and understanding of the Parties with respect to the matters therein and herein contemplated. Further provided that, if any term or provision of this Amendment shall be in conflict with any term or condition of the Original Agreement or any Exhibits thereto, the provisions of this Amendment shall control.

6. **Execution**. The person(s) executing this Amendment on behalf of the Consultant warrants and represents that Consultant has vested authority on such person(s) to execute and deliver this Agreement and to perform the services contemplated hereunder and that this Agreement is valid and binding on Consultant.

INCLUSION COLLABORATIVE, (SCCOE)	**Gilroy Unified School District**
_____	_____
Dr. Gray Waddell, Assistant Superintendent	Alvaro Meza, Assistant Superintendent

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