

AMENDMENT 1 TO JOINT USE AGREEMENT

PARTIES

This first Amendment to the Joint Use Agreement (“Amendment”) is entered into between San José Unified School District (“District”) and **Pacific Autism Center for Education** (“Tenant,” collectively the “Parties”).

RECITALS

WHEREAS, District and Tenant entered into an Agreement for preschool services for the Sunny Days Preschool that supports autistic children and children who are neurotypical for students at the Cory Site, on or about July 15, 2024, for certain real property located at 2280 Kenwood Avenue, in the City of San José, Santa Clara County, California (“Lease”); and

WHEREAS, District and Tenant desire to amend the Lease to extend the terms for an additional (1) one-year term as permitted by Section 7.2 of the Agreement; and

WHEREAS, District and Tenant desire to amend the Rent and Utility Pro-Rata rate for July 1, 2025 to June 30, 2026; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, District and Tenant agree as follows:

AGREEMENT

1. Section 7 Term: Extension of terms for one year from **July 1, 2025 to June 30, 2026**.
2. Section 8 Rent: Amend the Rent (Building Lease) amount to **eleven thousand five hundred eighty-three dollars and sixty cents (\$11,583.60)** per month for July 1, 2025 to June 30, 2026.
3. Section 9 Utility Pro Rata: Amend the District’s Utility Pro Rata cost as of the Commencement Date(s) of the term extension herein to **\$6.69/SF/yr** for July 1, 2025 to June 30, 2026.
4. Exhibit “D” Pro-Rata Share and FMV Use Fee: Add **Exhibit D** per **Attachment 1**.
5. Except as set forth in this Amendment, all provisions of the Lease and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Lease and/or any previous extension(s) and/or amendment(s).
6. Lessee acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the San José Unified School District’s Board of Education approves this Amendment.

IN WITNESS WHEREOF, the parties hereto have accepted and agreed to this Amendment on the later date indicated below.

Dated:

Dated: 8/27/2025

SAN JOSÉ UNIFIED SCHOOL DISTRICT

Pacific Autism Center for Education

By:

By:

Name: Tracy Morrison

Title: Director, Procurement

Signed by:


Name: Kurt Onits

Title: Executive Director

**Attachment 1
Exhibit "D"**

Pro-Rata Share and FMV Use Fee

Pacific Autism Center for Education at the Cory Site 2025-2026

[A1] Building Dedicated Spaces (exclusive use)	Square Footage
Building 31 + 32	1,920
Building 33 + 34	1,920
Subtotal of Dedicated Spaces	3,840
[A2] Land Dedicated Spaces (exclusive use)	Square Footage
Building 27 + 28 (Land Lease)	1,440
Subtotal of Dedicated Spaces	1,440
[B] Shared Spaces	Square Footage
n/a	0
Subtotal of Shared Spaces	0
[A1+A2+B] Total Space	Square Footage
Sum of dedicated and shared spaces	5,280

[D] Pro Rata Share (per square foot per year)	Rate	Square Feet	Subtotal
Routine Maintenance	\$0.00	5,280	\$0.00
Custodial	\$0.00	5,280	\$0.00
Grounds	\$0.97	5,280	\$5,121.60
Aquatics - Pool	\$0.00	5,280	\$0.00
Security Monitoring	\$0.31	5,280	\$1,636.80
Furniture Replacement	\$0.00	5,280	\$0.00
Natural Gas and Electricity	\$2.12	5,280	\$11,193.60
Solar	\$1.25	5,280	\$6,600.00
Water	\$0.73	5,280	\$3,854.40
Sewer	\$0.11	5,280	\$580.80
Trash	\$0.17	5,280	\$897.60
Data Network	\$0.00	5,280	\$0.00
Hazardous Substance	\$0.04	5,280	\$211.20
Insurance Package	\$0.53	5,280	\$2,798.40
Property Self-insured	\$0.40	5,280	\$2,112.00
Safety	\$0.06	5,280	\$316.80
Total	\$6.69	5,280	\$35,323.20

[E] Building Lease (per square foot per year)	Rate	Square Feet	Subtotal
Land Lease	\$8.00	1,440	\$11,520.00
Building Lease	\$24.00	3,840	\$92,160.00
		5,280	\$103,680.00

[D+E] Total Cost	Amount
Annual (sum of pro rata share and building lease)	\$139,003.20
Monthly (annual divided by 12)	\$11,583.60