

**AMENDMENT NO. 1 TO
SERVICE AGREEMENT FOR AFTER SCHOOL EDUCATION & SAFETY (ASES) AND EXPANDED
LEARNING OPPORTUNITY PROGRAM (ELO-P) SERVICES
DATED MARCH 16, 2025**

This Amendment No. 1 to the Service Agreement For After School Education & Safety (ASES) and Expanded Learning Opportunity Program (ELO-P) entered into on August 23, 2025 (“**Amendment**”) is made and entered into between San José Unified School District (“**District**”) and YMCA of Silicon Valley (“**Firm**”) on this 21st day of January, 2026. District and Firm may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

- A. **WHEREAS**, District issued Request for Qualifications and Proposals No. 2024-1021 for ASES & ELO-P (“**Services**”) on February 22, 2024 (“**RFQP**”); and
- B. **WHEREAS**, the RFQP stated that San José Unified School District is requesting qualifications and proposals from experienced and qualified firms to establish a pool of Firms to service as After School Education & Safety Program (“**ASES**”) and Expanded Learning Opportunity Program (“**ELO-P**”) providers to design, plan administer and operate high quality ASES & ELO-P programs at multiple District school sites in accordance with Education Code 8482 and the District’s Expanded Learning Opportunities Program Plan Guide (“**Services**”); ASES & ELO-P pool shall be for the 2024-2025, 2025-2026, and 2026-2027 school years; and
- C. **WHEREAS**, the District selected YMCA of Silicon Valley (“**Firm**”) as part of the pool to provide the Services pursuant to the RFQP; and
- D. **WHEREAS**, the District and Firm entered into an Agreement for Firm to perform the Services beginning August 7, 2025, and ending July 15, 2026 (“**Agreement**”); and
- E. **WHEREAS**, the District and Firm desire to amend the Agreement to provide additional staff to Booksin Elementary, Allen at Steinbeck Elementary, Schallenberger Elementary, Merrit Trace Elementary, Rachel Carson Elementary, Willow Glen Middle School, Willow Glen Elementary, Ohlone Middle School, and one floater for the after-school ASES and ELO-P programs from August 7, 2025 to May 29, 2026, thereby increasing the not-to-exceed amount; and
- F. **WHEREAS**, the District and Firm further desire to add Ohlone Middle School to the Agreement to receive ASES & ELO-P services after-school from February 2, 2026 to May 29, 2026, thereby increasing the materials budget and not-to-exceed amount; and
- G. **WHEREAS**, the District and Firm further desire to add Hacienda Elementary, Grant Elementary, and Ohlone Middle School to the 2026 Extended School Year ELO-P Program from June 2, 2026 to July 15, 2026, thereby increasing the not-to-exceed amount; and
- H. **WHEREAS**, the District and Firm further desire to include in Exhibit A of the Agreement that school site allocations are subject to change; and
- I. **WHEREAS**, the District and Firm further desire to define the invoicing requirements in Exhibit B to include invoicing deadlines; and
- J. **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. **4. Compensation.** The not to exceed amount of the Agreement **Three Million Three Hundred Thirty-Nine Thousand One Hundred Ninety-Nine Dollars and Thirty-Three Cents (\$3,339,199.33)** shall be amended by an increase of **Four Hundred Ninety Thousand Five Hundred Nineteen Dollars and Five Cents (\$490,519.05)** to reflect a cumulative total contract not to exceed amount of **Three Million Eight Hundred Twenty-Nine Thousand Seven Hundred Eighteen Dollars and Thirty-Eighty Cents (\$3,829,718.38)**.

2. **EXHIBIT A.** Section 1 of Exhibit A of the Agreement shall be replaced with the following:

EXHIBIT A
ASES & ELO-P SCHOOL YEAR AND ELO-P EXTENDED SCHOOL YEAR

1. The District’s vision is preparing today’s students to be the thinkers, leaders, and creators of tomorrow. In alignment with this, the District will offer ASES & ELO-P, hereby referred to as “**Expanded Learning Program**” for students in TK-6. The Expanded Learning Program shall serve multiple groups of students at a maximum ratio of 20 students:1 staff for grades 1-6 or 10 students:1 staff for grades TK-K ratio, across multiple District elementary school campuses. Firm shall provide the Expanded Learning Program to the following Participating Schools (“**School(s)**”):

2025-2026 SCHOOL YEAR						
Schools	Date Range	After-school Enrollment Projection	Site Coordinator	Instructors TK/K	Instructors 1-6	Floater
Almaden Elementary	August 7, 2025 - May 29, 2026	90	1	2	4	
Booksin Elementary	August 7, 2025 - May 29, 2026	40	1	1	3	
Terrell Elementary	August 7, 2025 - May 29, 2026	90	1	2	3	
Canoas Elementary	August 7, 2025 - May 29, 2026	60	1	1	3	
Allen at Steinbeck Elementary	August 7, 2025 - May 29, 2026	80	1	3	3	
Schallenberger Elementary	August 7, 2025 - May 29, 2026	50	1	2	3	
Merritt Trace Elementary	August 7, 2025 - May 29, 2026	150	2	6	7	
Rachel Carson Elementary	August 7, 2025 - May 29, 2026	40	1	2	2	
Willow Glen Middle School	August 7, 2025 - May 29, 2026	40	1	0	2	
Willow Glen Elementary	August 7, 2025 - May 29, 2026	50	1	1	3	
Hammer Montessori & Ernesto Galarza Elementary	August 7, 2025 - May 29, 2026	120	1	2	5	
Hacienda Elementary	August 7, 2025 - May 29, 2026	40	1	1	2	
Hoover Middle School	August 7, 2025 - May 29, 2026	100	1	0	4	
Ohlone Middle School	February 2, 2026 - May 29, 2026	80	1	0	5	1
TOTALS		1030	15	23	49	1

Area Manager & Site Coordinator: 74 days x 8 hours = 592 hours

Ohlone Instructors: 74 days x 4 hours + 4 minimum days = 300

Floater: 74 days x 4 hours + 3 minimum days = 299

2026 EXTENDED SCHOOL YEAR							
Schools	Date Range	ESY Summer Enrollment Projection	Site Coordinator*	Instructors TK/K	Instructors 1-6	Instructor Floaters	Site Coordinator Floater
Allen at Steinbeck Elementary	June 2, 2026 - July 15, 2026	60	1	2	2	1	

Broadway High School hosting Almaden Elementary	June 2, 2026 - July 15, 2026	60	1	2	2	1	
Schallenger Elementary hosting Booksin Elementary	June 2, 2026 - July 15, 2026	60	1	2	2	1	
Canoas Elementary hosting Terrell Elementary students	June 2, 2026 - July 15, 2026	60	1	2	2	1	
Rachel Carson Elementary	June 2, 2026 - July 15, 2026	30	1	1	1	1	
Galarza Elementary hosting Hammer Montessori	June 2, 2026 - July 15, 2026	90	1	3	3	1	1
Willow Glen Elementary hosting Willow Glen Middle School	June 2, 2026 - July 15, 2026	50	1	1	2	1	
Trace Elementary with Hoover Middle School	June 2, 2026 - July 15, 2026	100	2	2	3		
Hacienda Elementary	June 2, 2026 - July 15, 2026	55	1	1	3		
Grant Elementary hosting Ohlone Middle School	June 2, 2026 - July 15, 2026	75	1	2	3		
TOTALS		640	11	18	23	7	1

*reference section 1.3.2

- 1.1. This enrollment projection is for the 2025-2026 School Year and 2026 Extended School Year sessions. **All enrollment projections and school site allocations are subject to change.** Final allocation will be provided one month before each session.
- 1.2. **District will audit enrollment numbers in the fall and adjust staff as needed for any changes to enrollment. An amendment to the Agreement will be processed for any changes to staffing.**
- 1.3. District recommends the following staffing:
 - 1.3.1. Two Area Managers
 - 1.3.2. One Site Coordinator per school, with the exception of low enrollment schools. *For sites designated by the District as low enrollment, one Site Coordinator may be assigned to serve multiple such sites, at the sole discretion of the District.
 - 1.3.3. TK/K ratio of 10 students per 1 Instructor
 - 1.3.4. Grades 1-6 ratio of 20 students per 1 Instructor
- 1.4. If Firm needs additional staff to provide services, Firm must receive prior written approval from District. Firm shall invoice the District as further described in Exhibit B.

3. **EXHIBIT B. PROGRAM COSTS.** The following shall replace the Exhibit B to the Agreement in its entirety.

EXHIBIT B
PROGRAM COSTS

The Firm shall provide ASES & ELO-P School Year and Extended School Year Services to the schools listed in Exhibit A in an amount not to exceed **\$3,829,718.38**.

The Not to Exceed amount allocated is broken down as follows:

1. Firm Staff Rates:

2025 - 2026 SCHOOL YEAR						
Position	Date Range	# of Positions	Rate Per Hour	Total Hours Per Position	Totals	3% Indirect Cost
Area Manager	August 7, 2025 - May 29, 2026	3	\$60.93	1,440	\$263,217.60	\$7,896.53
Site Coordinator	August 7, 2025 - May 29, 2026	14	\$38.22	1,440	\$770,515.20	
Instructors TK/K	August 7, 2025 - May 29, 2026	23	\$35.13	734	\$593,064.66	
Instructors 1-6	August 7, 2025 - May 29, 2026	44	\$35.13	734	\$1,134,558.48	
Site Coordinator (Ohlone)	February 2, 2026 - May 29, 2026	1	\$38.22	592	\$22,626.24	

Instructors 1-6 (Ohlone)	February 2, 2026 - May 29, 2026	5	\$35.13	300	\$52,695.00	
Instructor Floater	February 2, 2026 - May 29, 2026	1	\$35.13	299	\$10,503.87	
TOTALS					\$2,847,181.05	

Area Manager & Site Coordinator: 74 days x 8 hours = 592 hours
 Ohlone Instructors: 74 days x 4 hours + 4 minimum days = 300
 Floater: 74 days x 4 hours + 3 minimum days = 299

2026 EXTENDED SCHOOL YEAR					
Position	Date Range	# of Positions	Rate Per Hour	Total Hours Per Position	Totals
Area Manager	June 2, 2026 - July 15, 2026	3	\$60.93	240	\$43,869.60
Site Coordinator	June 2, 2026 - July 15, 2026	11	\$38.22	240	\$100,900.80
Instructors TK/K	June 2, 2026 - July 15, 2026	18	\$35.13	240	\$151,761.60
Instructors 1-6	June 2, 2026 - July 15, 2026	23	\$35.13	240	\$193,917.60
Instructor Floaters	June 2, 2026 - July 15, 2026	7	\$35.13	240	\$59,018.40
Site Coordinator Floaters	June 2, 2026 - July 15, 2026	1	\$38.22	240	\$9,172.80
TOTALS					\$558,640.80

All Extended School Year Positions: 30 days x 8 hours = 240 hours

2025-2026 SCHOOL YEAR STAFFING COSTS:	\$2,847,181.05
2026 ESY SUMMER STAFFING COSTS:	\$558,640.80
INDIRECT COST OF 3%:	\$7,896.53
MATERIALS BUDGET	\$156,000.00
ENRICHMENT BUDGET:	\$260,000.00
CONTRACT TOTAL:	\$3,829,718.38

** Use of Enrichment Budget is subject to pre-approval by the District.

2. **Invoicing.** Firm shall invoice approximately thirty (30) days after the previous month’s end, as services are rendered.
 - 2.1. Timely submission of a proper invoice is a condition precedent to payment.
 - 2.2. Invoices submitted more than thirty (30) days after services are rendered may be denied.
 - 2.3. All invoices must be submitted no later than thirty (30) days following the expiration of this Agreement.
 - 2.4. Invoice shall include:
 - 2.4.1. Actual enrollment numbers
 - 2.4.2. Number of staff per position, per school site
 - 2.4.3. District approval of additional staff must be a separate line item on the invoice. Actual enrollment numbers and attendance records must accompany the invoice.
 - 2.5. Invoices for materials & supplies must include receipts.
 - 2.5.1. If materials are purchased in bulk, Firm must provide a receipt with breakdown of what supplies were provided the District. Example: If 500 basketballs were purchased in bulk and 100 were provided to the District, the invoice and receipt must show the cost of the District’s portion of 100 basketballs.

4. 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.

5. 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: 2/2/2026

SAN JOSÉ UNIFIED SCHOOL DISTRICT

YMCA OF SILICON VALLEY

By:

By:

Signed by:
Rachel Del Monte
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Name: Tracy Morrison

Name: Rachel DelMonte

Title: Director, Procurement

Title: Chief Operation Officer

Initial
Jm

Initial
RD