

**AMENDMENT NO. 2 TO
SERVICE AGREEMENT FOR AFTER SCHOOL EDUCATION & SAFETY (ASES) AND EXPANDED
LEARNING OPPORTUNITY PROGRAM (ELO-P) SERVICES
DATED MARCH 10, 2025**

This Amendment No. 2 to the Service Agreement For After School Education & Safety (ASES) and Expanded Learning Opportunity Program (ELO-P) entered into on August 21, 2025 (“**Amendment 2**”) is made and entered into between San José Unified School District (“**District**”) and Catholic Charities of Santa Clara County (“**Firm**”) on this 6th 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 Catholic Charities of Santa Clara County (“**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 May 29, 2026 (“**Agreement**”); and
- E. **WHEREAS**, the District and Firm entered into Amendment No. 1 to the Agreement on November 19, 2025, to remove the field trip restriction and permit field trips subject to prior approval from the District ; and
- F. **WHEREAS**, the District and Firm desire to amend the Agreement to provide additional staff for student support to River Glen School, Williams Elementary, Empire Gardens Elementary, and Lowell Elementary 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
- G. **WHEREAS**, the District and Firm further desire to add the 2026 Extended School Year ELO-P Program from June 2, 2026 to July 15, 2026, thereby extending the end term date, increasing the materials budget, and 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 2,

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:

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TERMS AND CONDITIONS

1. **2. Term.** The term end date of the Agreement currently May 29, 2026, is hereby amended to July 15, 2026.

4. Compensation. The not to exceed amount of the Agreement **Two Million Three Hundred Eleven Thousand Four Hundred and Two Dollars and Forty Eight Cents (\$2,311,402.48)** shall be amended by an increase of **Six Hundred Thirty-Five Thousand Three Hundred Fifty-Eight Dollars and Twelve Cents (\$635,358.12)** to reflect a cumulative total contract not to exceed amount of **Two Million Nine Hundred Forty-Six Thousand Seven Hundred Sixty Dollars and Sixty Cents (\$2,946,760.60)**.

2. **EXHIBIT A.** The title and 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
Anne Darling Elementary	August 7, 2025 - May 29, 2026	107	1	3	4
Empire Gardens Elementary	August 7, 2025 - May 29, 2026	83	1	2	4
Walter L. Bachrodt Elementary	August 7, 2025 - May 29, 2026	100	1	2	4
Bret Harte Middle School at Graystone*	August 7, 2025 - May 29, 2026	10	0	0	1
Castillero Middle School at Simonds*	August 7, 2025 - May 29, 2026	15	0	0	1
Williams Elementary	August 7, 2025 - May 29, 2026	35	1	1	2
Graystone Elementary	August 7, 2025 - May 29, 2026	26	1	1	1
River Glen Elementary	August 7, 2025 - May 29, 2026	100	2	3	5
Selma Olinder Elementary	August 7, 2025 - May 29, 2026	80	1	2	3
Simonds Elementary	August 7, 2025 - May 29, 2026	25	1	1	1
Lowell Elementary	August 7, 2025 - May 29, 2026	83	1	2	4
Los Alamitos Elementary	August 7, 2025 - May 29, 2026	50	1	1	2
TOTALS		714	11	18	32

2026 EXTENDED SCHOOL YEAR					
Schools	Date Range	Extended School Year Enrollment Projection	Site Coordinator*	Instructors TK/K	Instructors 1-6
Anne Darling Elementary	June 2, 2026 - July 15, 2026	50	1	1	2
Walter L. Bachrodt Elementary	June 2, 2026 - July 15, 2026	50	1	1	2
Empire Gardens Elementary	June 2, 2026 - July 15, 2026	50	1	1	2
Bret Harte Middle School and Williams Elementary at Graystone Elementary	June 2, 2026 - July 15, 2026	60	1	2	3
River Glen Elementary	June 2, 2026 - July 15, 2026	80	1	2	3
Selma Olinder Elementary	June 2, 2026 - July 15, 2026	50	1	1	2
Los Alamitos Elementary and Castillero Elementary at Simonds Elementary	June 2, 2026 - July 15, 2026	80	1	2	3
Lowell Elementary	June 2, 2026 - July 15, 2026	50	1	1	2
Washington Elementary	June 2, 2026 - July 15, 2026	50	1	1	2
TOTALS		520	9	12	21

*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 A. 3. Program Requirements** of the Agreement shall be replaced with the following:

- 3. **Program Requirements.** Firm shall provide an Expanded Learning Program to TK-6 grade students at Firm’s assigned Schools during the 2025-2026 School Year Sessions, from August 7, 2025 through May 29, 2026, and during the 2026 Extended School Year sessions, from June 2, 2026 through July 15, 2026.
 - 3.1 The Expanded Learning Program shall operate in accordance with the schedule outlined below and in coordination with the [2025-2026 and 2026-2027 Student Calendars](#):
 - 3.1.1 2025-2026 School Year: Monday through Friday immediately after-school to 6:00 PM, for a total of 180 days.
 - 3.1.2 2026 Extended School Year: Monday through Friday from 8:00 AM – 5:00 PM, for a total of 30 days.
 - 3.1.3 Hours of operation will be available once the 2025-2026 school year bell schedules are finalized. Firm shall comply with District’s policy on early student release.
 - 3.2 The Firm shall meet and comply with ASES Education Code §8482, the ELO-P Plan Guide which can be reviewed at <https://www.sjUSD.org/who-we-are/district-information/>, and ELO-P Education Code §46120.

5. **EXHIBIT B. PROGRAM COSTS.** The following shall replace 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 **\$2,946,760.60**.

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	Total Hours Per Position	Totals
Area Manager	August 7, 2025 - May 29, 2026	2	\$55.83	1,440	\$160,790.40
Site Coordinator	August 7, 2025 - May 29, 2026	11	\$50.50	1,440	\$799,920.00
Instructors TK/K	August 7, 2025 - May 29, 2026	18	\$29.26	806	\$424,504.08
Instructors 1-6	August 7, 2025 - May 29, 2026	32	\$29.26	806	\$754,673.92
STAFFING TOTAL					\$2,139,888.40
10% INDIRECT COST					\$213,988.84

Area Managers: 180 days x 8 hours per day = 1,440 total hours
 Site Coordinators: 180 days x 8 hours per day = 1,440 total hours
 Instructors: 180 days x 4.4 hours per day + 14 minimum days = 806 total hours

2026 EXTENDED SCHOOL YEAR					
Position	Date Range	# of Positions	Rate	Total Hours Per Position	Totals
Area Manager	June 2, 2026 - July 15, 2026	2	\$55.83	240	\$26,798.40
Site Coordinator	June 2, 2026 - July 15, 2026	9	\$50.50	240	\$109,080.00
Instructors TK/K	June 2, 2026 - July 15, 2026	12	\$29.26	240	\$84,268.80
Instructors 1-6	June 2, 2026 - July 15, 2026	21	\$29.26	240	\$147,470.00
STAFFING TOTAL					\$367,617.60
10% INDIRECT COST					\$36761.76

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

TOTAL STAFFING COSTS:	\$2,507,506.00
INDIRECT COST 10%:	\$250,750.60
2025-2026 SCHOOL YEAR MATERIALS BUDGET:	\$38,504.00
2025-2026 SCHOOL YEAR ENRICHMENT BUDGET:	\$150,000.00
CONTRACT TOTAL:	\$2,946,760.60

**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.

- 6. The Parties acknowledge that this Amendment 2 is subject to approval or ratification by the District Board of Education ("Board"). In the event that the Board rejects this Amendment 2, none of the Parties shall be deemed to have waived any rights with respect to the Agreement.
- 7. All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment 2 and any provision of the Agreement, the provisions of this Amendment 2 shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment 2 as of the date that is later of the two dates set forth below.

Dated:

Dated: 3/6/2026

SAN JOSÉ UNIFIED SCHOOL DISTRICT

CATHOLIC CHARITIES OF SANTA CLARA COUNTY

By:

By:

Signed by:

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Name: Tracy Morrison

Name: Don Taylor

Title: Director, Procurement

Title: Chief Executive Officer

 