

**Third Amendment to Joint Use Agreement  
Between San José Unified School District  
and Catalyst Family, Inc.**

This third Amendment (“Amendment”) is made this 20<sup>th</sup> day of April, 2026, by and between the **San José Unified School District**, a California public school district (“District”), and **Catalyst Family, Inc. dba Catalyst Kids**, (“Tenant,” collectively the “Parties”).

**RECITALS**

- A. WHEREAS, District and Tenant entered into a Lease Agreement for before school and afterschool day care purposes at **Bachrodt Elementary School, Graystone Elementary School, Los Alamitos Elementary School, Trace Elementary School, and Williams Elementary School**, on or about September 14, 2023, and was previously amended on or about June 17, 2024, for certain real property located at **Bachrodt Elementary School** at 102 Sonora Avenue, **Graystone Elementary School** at 6982 Shearwater Drive, **Los Alamitos Elementary School** at 6130 Silberman Drive, **Trace Elementary School** at 651 Dana Avenue, and **Williams Elementary School** at 1150 Rajkovich Way, in the City of San José, Santa Clara County, California (“Lease”); and
- B. WHEREAS, at the conclusion of the Initial one-year Term, the Parties may renew this Agreement for three (3) additional one (1) year terms by mutual, fully executed written amendment; and
- C. WHEREAS, the Parties previously amended the agreement (“Amendment 1”) on or about June 17, 2024, to extend the terms of the Agreement for an additional year (“Renewal Term 1”), and to amend the rental rates in accordance with Sections 10 and 11 of the Joint Use Agreement for the period of July 1, 2024 through June 30, 2025; and
- D. WHEREAS, the Parties subsequently amended the agreement (“Amendment 2”) on or about May 22, 2025, to extend the terms of the Agreement for an additional year (“Renewal Term 2”), revise the Premises at Los Alamitos Elementary School by replacing the Day Care room with Room E9, and to amend the rental rates in accordance with Sections 10 and 11 of the Joint Use Agreement for the period of July 1, 2025 through June 30, 2026; and
- E. WHEREAS, the Parties in accordance with the Agreement extend the terms of the Agreement for an additional year (“Renewal Term 3”); and
- F. WHEREAS, the Parties in accordance with the Agreement desire to amend the Premises by reallocating the available space at Los Alamitos Elementary from E13A to E14; and
- G. WHEREAS, the Parties in accordance with the Agreement desire to, amend the rental rates in accordance with Sections 10 and 11 of the Joint Use Agreement for the period of July 1, 2026 through June 30, 2027.

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. Add sub sections to Section 9.1 as described herein:
  - 9.1.1 Renewal Term 1: July 1, 2024-June 30, 2025
  - 9.1.2 Renewal Term 2: July 1, 2025-June 30, 2026
  - 9.1.3 Renewal Term 3: July 1, 2026-June 30, 2027

2. Add Section 10.1.1:

**10.1.1. Total monthly rent shall include the applicable lease rate, pursuant to Section 10, and the Utility Pro Rata amount (if applicable), pursuant to Section 11.**

Term	Beginning-End Date	Monthly Lease Rate, per Section 10 (A)	Monthly Pro-Rata, per Section 11 (B)	Monthly Total Rent (A)+(B)	Annual Total Rent
Original Term	July 1, 2023-June 30, 2024	\$22,826.00	\$5,000.25	\$27,826.25	\$333,915.00
Renewal Term 1	July 1, 2024-June 30, 2025	\$22,487.00	\$5,640.58	\$28,127.58	\$337,531.00
Renewal Term 2	July 1, 2025-June 30, 2026	\$22,600.00	\$6,299.75	\$28,889.75	\$346,797.00
Renewal Term 3	July 1, 2026-June 30, 2027	\$23,391.00	\$7,184.92	\$30,575.92	\$366,911.00

3. Remove Section 10.3. Late Charge in its entirety and replace with:

10.3 Late Charge. Tenant acknowledges that late payment of the Rent, including any partial payment of the full Rent amount due, and other sums due hereunder, will cause District to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Those costs include, but are not limited to, processing and accounting charges. Accordingly, if District does not receive the full installment of Rent or any other sum due from Tenant by 4:00 p.m. within ten (10) calendar days after Rent is due, Tenant shall pay to District, as additional rent, a late charge equal to five percent (5%) of the overdue amount or the maximum amount allowed by law, whichever is less. The Parties hereby agree that any late charge assessed to Tenant shall represent a fair and reasonable estimate of the costs District will incur by reason of late payment by Tenant. Acceptance of any late charge by District shall in no event constitute a waiver of Tenant’s default with respect to any overdue amount, nor prevent District from exercising any of its other rights and remedies granted hereunder.

8. Add sub sections to Section 11.3. District’s Utility Pro Rata as described herein:

- 11.3.1 District’s Utility Pro Rata cost as of the Renewal Term 1 (July 1, 2024-June 30, 2025) is \$5.99
- 11.3.2. District’s Utility Pro Rata cost as of the Renewal Term 2 (July 1, 2025-June 30, 2026) is \$6.69
- 11.3.2. District’s Utility Pro Rata cost as of the Renewal Term 3 (July 1, 2026-June 30, 2027) is \$7.63

9. Remove Section 12. Security Deposit, subsection 12.1. in its entirety and replace with:

12.1 Tenant shall deposit with District a sum equal to the first month’s payment of Rent. Any security deposit previously provided to District by Tenant for use of the Premises shall be used as security hereunder. Any such amount however, shall be increased to equal the Rent due hereunder. In the District’s sole discretion, the security deposit shall be increased each Term, not to exceed the Rent due for that Term, including any subsequent Renewal Terms, subject to Board approval pursuant to Section 7.2. The deposit will be held by the District, without interest, as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this Agreement. District will hold the deposit as a debtor, not a trustee, and may commingle the deposit with other funds.

10. Remove Section 14.6. in its entirety and replace with:

14.6 Key(s), if required, may be checked out through the District Maintenance Office and in accordance with established District procedures. The cost of rekeying the Premises or other areas on the campus accessible by these keys, if necessary due to fault of the Tenant or Tenant parties, shall be the responsibility of the Tenant. The District reserves the right to maintain key control and to restrict the issuance of duplicate keys in order to preserve the integrity of District policy, and must be returned to the District at the end of the Tenant's occupancy or upon request.

11. Add Section 15.1.1.:

15.1.1. For purposes of this Agreement, a "school day" is defined as a day that District schools are in session, and does not include school holidays, October Break, December/January Break, February Break, April Break, furlough days, etc. Custodial service will be provided during summer vacation. The District's approved school year calendars may be found on the District's website.

12. Remove Section 27.3. in its entirety and replace with:

27.3 Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Agreement a policy of commercial general liability insurance and an auto liability policy insuring District and Tenant against claims and liabilities arising out of the operation, condition, use, or occupancy of the Premises and all areas appurtenant thereto, including parking areas. Tenant's auto liability policy shall insure all vehicle(s), whether hired, owned or non-owned with minimum limit of \$1,000,000 per accident. Tenant's commercial general liability insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form on an occurrence basis including bodily injury, property damage, personal & advertising injury, and products & completed operations with minimum limit of \$2,000,000 per occurrence and \$4,000,000 general aggregate. The insurance carrier, deductibles and/or self-insured retentions shall be approved by District, which approval shall not be unreasonably withheld. Prior to the Commencement Date, Tenant shall deliver to District a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:

13. Remove Section 27.5. in its entirety and replace with:

27.5. During the term of this Agreement, District shall maintain at its cost a Property insurance policy limited to the value of the buildings and improvements located on the School Site(s) as of the Commencement Date. In the event of loss or damage to the School Site(s), the buildings, the Premises or any contents, each Party, and all persons claiming under the Party, shall look first to any insurance in its favor before making any claim against the other Party, and to the extent possible without adding additional costs, each Party shall obtain for each policy of insurance provisions permitting waiver of any claim against the other Party for loss or damage within the scope of the insurance and each Party, to the extent permitted, for itself and its insurers, waives all such insurance claims against the other Party.

14. Remove Section 27.6. in its entirety and replace with:

27.6. No use shall be made or permitted to be made of the Premises, nor acts done, that will increase the existing rate of insurance upon the building or buildings of the Premises or cause the cancellation of any insurance policy, covering same, or any part thereof, nor shall Tenant sell, or permit to be kept, used, or sold in or about the Premises any article that may be prohibited by the standard form of Property insurance policies. Tenant shall, at its sole cost and expense, comply with any and all requirements pertaining to the Premises, of any insurance organization or company, necessary for the maintenance of reasonable Property and Liability insurance, covering the Premises' buildings, or appurtenances. Property

and Liability insurance premium increases to District resulting from Tenant's equipment and/or Activities shall be charged to Tenant.

15. Remove Section 28. SIGNS. In its entirety and replace with:

28. **Signs, Murals, and Other Decorations.** Tenant may, at Tenant's sole cost, have the right and entitlement to place a sign on the Premises to advertise Tenant's Program, provided Tenant obtains the prior written approval and consent of District. District's approval and consent will not be unreasonably withheld. Any signs shall be at Tenant's cost and in compliance with the local ordinances pertaining thereto and subject to Division of the State Architect approval, if applicable. In connection with the placement of Tenant's signs, District agrees to cooperate with Tenant in obtaining any governmental permits which may be necessary. Throughout the Term of this Agreement Tenant shall, at its sole cost and expense, maintain the signage and all appurtenances in good condition and repair. At the expiration or earlier termination of this Agreement, Tenant shall remove any signs which it has placed on the Premises and School Site(s), and shall repair, at its sole expense, any damage caused by the installation or removal of Tenant's signs. To the extent that the portions of the Premises and School Site cannot be repaired or restored to their original condition, Tenant shall be responsible for the cost of replacement of damaged portions of the Premises and School Site.

16. Remove Exhibit A "Description of Premises" subsection 1.3 Los Alamitos Elementary School and replace with **ATTACHEMENT 1.**

17. Add to Exhibit D "Pro-Rata Share and FMV Use Fee" **ATTACHMENT 2.**

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

Dated:

Dated: 5/1/2026

**SAN JOSÉ UNIFIED SCHOOL DISTRICT**

**Catalyst Family Inc. dba Catalyst Kids**

By:

By:

Signed by:  
*Susan Dumars*  
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Initial  
*JE*

Name: Tracy Morrison  
Title: Director of Procurement

Name: Susan Dumars  
Title: President

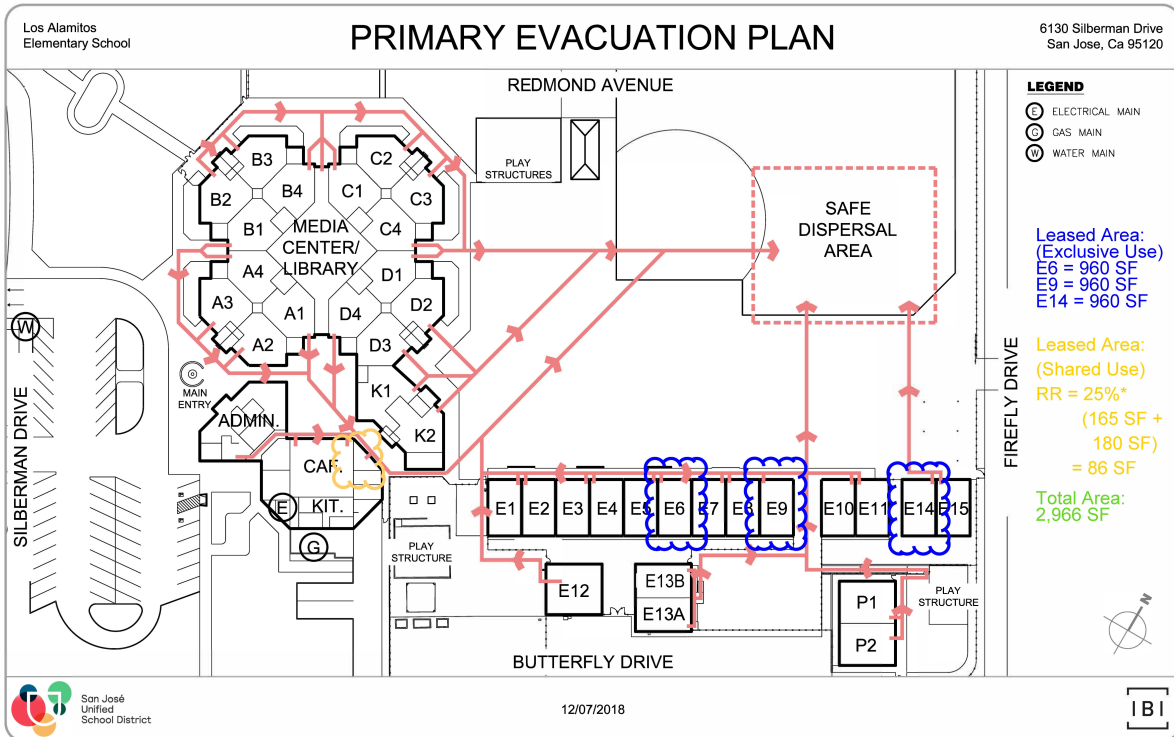
**ATTACHMENT 1**

**EXHIBIT "A"**

**DESCRIPTION OF PREMISES**

1.3 Los Alamitos Elementary School: E6 (960 SF), Room E9 (960 SF), Room E14(960 SF), and shared use of the site (restrooms across from K2, playgrounds and parking) facilities.

*\* The relocation of operations from Room E13A to Room E14 shall become effective only upon receipt of written approval from the applicable child care licensing agency*



**ATTACHMENT 2**

**EXHIBIT D  
PRO RATA SHARE AND FMV USE FEE  
2025-2026**

*\* The relocation of operations from Room E13A to Room E14 shall become effective only upon receipt of written approval from the applicable childcare licensing agency*

<b>Catalyst Family, Inc. Various Sites 2025-2026</b>
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[A] Dedicated Spaces (exclusive use)	Square Footage
Bachrodt ES - Room F5	960
Bachrodt ES - Room F6	1,440
Graystone ES - Room G35	960
Graystone ES - Room G36	960
Los Alamitos ES - E6	960
Los Alamitos ES - E9	960
Los Alamitos ES - E14	960
Trace ES - Room C9	960
Trace ES - Room 50	960
Williams ES - Room J6	960
Williams ES - Room J7	960
<b>Subtotal of Dedicated Spaces</b>	<b>11,040</b>
[B] Shared Spaces	Square Footage
Los Alamitos Restrooms by Kitchen [25% x (165 SF+180 SF)]	86
Trace ES Restrooms by Room A10 [25% x (309 SF + 386 SF)]	174
<b>Subtotal of Shared Spaces</b>	<b>260</b>
[A+B] Total Space	Square Footage
<b>Sum of dedicated and shared spaces</b>	<b>11,300</b>

[D] Pro Rata Share (per square foot per year)	Rate	Square Feet	Subtotal
Routine Maintenance	\$0.00	11,300	\$0.00
Custodial	\$0.00	11,300	\$0.00
Grounds	\$0.97	11,300	\$10,961.00
Aquatics - Pool	\$0.00	11,300	\$0.00
Security Monitoring	\$0.31	11,300	\$3,503.00
Furniture Replacement	\$0.00	11,300	\$0.00
Natural Gas and Electricity	\$2.12	11,300	\$23,956.00
Solar	\$1.25	11,300	\$14,125.00
Water	\$0.73	11,300	\$8,249.00
Sewer	\$0.11	11,300	\$1,243.00
Waste Removal	\$0.17	11,300	\$1,921.00
Data Network	\$0.00	11,300	\$0.00
Hazardous Substance	\$0.04	11,300	\$452.00
Insurance Package	\$0.53	11,300	\$5,989.00
Property Self-insured	\$0.40	11,300	\$4,520.00
Safety	\$0.06	11,300	\$678.00
<b>Total</b>	<b>\$6.69</b>	<b>11,300</b>	<b>\$75,597.00</b>

[E] Building Lease (per square foot per year)	Rate	Square Feet	Subtotal
Building Lease	\$24.00	11,300	\$271,200.00

[D+E] Total Cost	Amount
Annual (sum of pro rata share and building lease)	\$346,797.00
Monthly (annual divided by 12)	\$28,899.75

**PRO RATA SHARE AND FMV USE FEE  
2026-2027**

<b>Catalyst Family, Inc.</b> <b>Various Sites</b> <b>2026-2027</b>
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[A] Dedicated Spaces (exclusive use)	Square Footage
Bachrodt ES - Room F5	960
Bachrodt ES - Room F6	1,440
Graystone ES - Room G35	960
Graystone ES - Room G36	960
Los Alamitos ES - E6	960
Los Alamitos ES - E9	960
Los Alamitos ES - E14	960
Trace ES - Room C9	960
Trace ES - Room 50	960
Williams ES - Room J6	960
Williams ES - Room J7	960
<b>Subtotal of Dedicated Spaces</b>	<b>11,040</b>

[B] Shared Spaces	Square Footage
Los Alamitos Restrooms by Kitchen [25% x (165 SF+180 SF)]	86
Trace ES Restrooms by Room A10 [25% x (309 SF + 386 SF)]	174
<b>Subtotal of Shared Spaces</b>	<b>260</b>

[A+B] Total Space	Square Footage
<b>Sum of dedicated and shared spaces</b>	<b>11,300</b>

[D] Pro Rata Share (per square foot per year)	Rate	Square Feet	Subtotal
Routine Maintenance	\$0.00	11,300	\$0.00
Custodial	\$0.00	11,300	\$0.00
Grounds	\$1.03	11,300	\$11,639.00
Aquatics - Pool	\$0.00	11,300	\$0.00
Security Monitoring	\$0.33	11,300	\$3,729.00
Furniture Replacement	\$0.00	11,300	\$0.00
Hazardous Substance	\$0.05	11,300	\$565.00
Lights and Power	\$2.52	11,300	\$28,476.00
Sewer	\$0.40	11,300	\$4,520.00
Waste Disposal	\$0.22	11,300	\$2,486.00
Water	\$0.55	11,300	\$6,215.00
Solar	\$1.27	11,300	\$14,351.00
Data Network	\$0.00	11,300	\$0.00
Insurance Package	\$0.72	11,300	\$8,136.00
Property Self-insured	\$0.49	11,300	\$5,537.00
Safety	\$0.05	11,300	\$565.00
<b>Total</b>	<b>\$7.63</b>	<b>11,300</b>	<b>\$86,219.00</b>

[E] Building Lease (per square foot per year)	Rate	Square Feet	Subtotal
Building Lease	\$24.84	0	\$0.00
Building Lease	\$24.84	11,300	\$280,692.00
	<b>\$24.84</b>	<b>11,300</b>	<b>\$280,692.00</b>

[D+E] Total Cost	Amount
Annual (sum of pro rata share and building lease)	\$366,911.00
Monthly (annual divided by 12)	\$30,575.92