

**First Amendment to Joint Use Agreement
Between San José Unified School District
and Second Start Learning Disabilities Program (Pine Hill School)**

This First Amendment (“Amendment”) is made this 7 day of May, 2026, by and between the **San José Unified School District**, a California public school district (“District”), and **Second Start Learning Disabilities Program**, a California 501 C3 non-profit corporation (“Tenant,” collectively the “Parties”).

RECITALS

- A. **WHEREAS**, Tenant requires space to provide non-public school (“NPS”) services to District and non-District students (“**Program**” or “**Activities**”); and
- B. **WHEREAS**, the Parties entered into a Joint Use Agreement For the Tenant’s Program or about March 11, 2024, for certain real property at the Hammer Site located at 1325 Bouret Drive, in the City of San José, Santa Clara County, California, (“Lease”); and
- C. **WHEREAS**, the Parties desire to extend the terms of the Agreement for an additional one-year term for the period of July 1, 2026, through June 30, 2027; and
- D. **WHEREAS**, the Parties in accordance of the Agreement desire to, amend the rental rates in accordance with Section 8. Rent and Section 9. Utility Pro Rata 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 subsection 7.2.1 to section 7.2 as described herein:

7.2.1. The first Renewal Term (“Renewal Term 1”) shall be for one year, from July 1, 2026 to June 30, 2027.

- 2. Add subsection 8.1.1 to Section 8.1 as described herein:

8.1.1. Total monthly rent shall include the applicable lease rate, pursuant to Section 8, and the Utility Pro Rata amount (if applicable), pursuant to Section 9.

Term	Beginning-End Date	Monthly Lease Rate, per Section 8.1-2 (A)	Monthly Pro-Rata, per Section 9 (B)	Monthly Total Rent (A) + (B)	Annual Total Rent
Original	July 1, 2024-June 30, 2025	\$42,763.11	\$5,103.64	\$47,886.75	\$574,400.97
Original	July 1, 2025-June 30, 2026	\$42,978.00	\$5,640.86	\$48,618.86	\$583,426.35
Renewal 1	July 1, 2026-June 30, 2027	\$44,482.23	\$6,482.52	\$50,964.75	\$611,576.94

- 3. Amend Section 9. Utility Pro Rata as described herein:

9. Utility Pro Rata. Rent includes the costs for “utilities and services”. Commencing on Commencement Date and each year thereafter during the Term, in addition to Rent, Tenant shall be responsible for payment of its pro rata share of the utilities and services (“**Utility Pro Rata**”) as

follows:

4. Add subsection 9.3.1- to section 9.3 as described herein:

- 9.3.1 District’s Utility Pro Rata cost as of July 1, 2025 herein is \$3.15/SF/yr.
- 9.3.2 District’s Utility Pro Rata cost as of July 1, 2026 herein is \$3.62/SF/yr.

5. Remove Section 10.1 in its entirety and replace with:

10.1.1 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.

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

12. 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

13. Add Exhibit D PRO RATA SHARE AND FMV USE FEE attached hereto **Attachment 1**.

14. 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).

15. 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: 6/2/2026

SAN JOSÉ UNIFIED SCHOOL DISTRICT

SECOND START LEARNING DISABILITIES

By:

By:

DocuSigned by:

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Name: Tracy Morrison
Title: Director of Procurement

Name: Tara Bevington
Title: Executive Director

Initial


Attachment 1

**EXHIBIT D
PRO RATA SHARE AND FMV USE FEE**

**Second Start Learning Disabilities Program, Inc.
Hammer Site: 1325 Bouret Dr, San José, CA 95118
2026-2027**

[A] Dedicated Spaces (exclusive use)	Square Footage
Building A	3,582
Building B	3,582
Building C	3,582
Building D	1,266
Building E	392
Building F	4,342
Building G	1,762
Building 13-14	2,981
Subtotal of Dedicated Spaces	21,489
[B] Shared Spaces	Square Footage
n/a	0
Subtotal of Shared Spaces	0
[A+B] Total Space	Square Footage
Sum of dedicated and shared spaces	21,489

[D] Pro Rata Share (per square foot per year)	Rate	Square Feet	Subtotal
Routine Maintenance	\$0.00	21,489	\$0.00
Custodial	\$0.00	21,489	\$0.00
Grounds	\$1.03	21,489	\$22,133.67
Aquatics - Pool	\$0.00	21,489	\$0.00
Security Monitoring	\$0.33	21,489	\$7,091.37
Furniture Replacement	\$0.00	21,489	\$0.00
Natural Gas and Electricity	\$0.00	21,489	\$0.00
Solar	\$0.00	21,489	\$0.00
Water	\$0.55	21,489	\$11,818.95
Sewer	\$0.40	21,489	\$8,595.60
Trash	\$0.00	21,489	\$0.00
Data Network	\$0.00	21,489	\$0.00
Hazardous Substance	\$0.05	21,489	\$1,074.45
Insurance Package	\$0.72	21,489	\$15,472.08
Property Self-insured	\$0.49	21,489	\$10,529.61
Safety	\$0.05	21,489	\$1,074.45
Total	\$3.62	21,489	\$77,790.18

[E] Building Lease (per square foot per year)	Rate	Square Feet	Subtotal
Building Lease	\$24.84	21,489	\$533,786.76

[D+E] Total Cost	Amount
Annual (sum of pro rata share and building lease)	\$611,576.94
Monthly (annual divided by 12)	\$50,964.75