

**AMENDMENT No. 1 TO
AGREEMENT FOR AFTER SCHOOL EDUCATION & SAFETY (ASES) AND EXPANDED
LEARNING OPPORTUNITY PROGRAM (ELO-P) SERVICES**

This Amendment to Agreement for After School Education & Safety (ASES) and Expanded Learning Opportunity Program (ELO-P) Services (“Amendment”) is made and entered into between **San José Unified School District** (“District”) and **Think Together, Inc.** (“Firm”) (collectively “Parties”; “Party” shall refer to Firm and/or District).

RECITALS

- A. WHEREAS, Firm and District entered into a written Agreement for ASES and ELO-P Services on or about August 22, 2024, identified as (“Agreement”):
- B. WHEREAS, The Agreement was based on a specific number of days of services during the 2024-2025 school year. This Amendment is to add one day of services, the projected enrollment amount, staffing requirements, and to adjust the total contract amount to include the cost of the additional day; and
- C. WHEREAS, The Agreement was based on a specific number of staff. This Amendment is to include three additional staff needed during the 2024-2025 school year and increase the amount to include the additional staff; and
- D. WHEREAS, The Agreement does not include a process for the Contractor’s use of District keys. This Amendment is to add the SJUSD Key Use Agreement; and
- E. 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. The amount reflected in Section 4 of the Agreement, Two Million Five Hundred Thousand Dollars (\$2,500,000.00) shall be replaced with Two Million Five Hundred Sixty-Five Thousand Six Hundred and Ninety-Six Dollars (\$2,565,696.00).
- 2. The following shall be added to Section 3 of Exhibit A in the Agreement: Services will be provided on Wednesday, November 27, 2024 from 8:00am – 5:00pm.
- 3. The table attached hereto as Exhibit A shall be added to Exhibit A of the Agreement.
- 4. The not to exceed amount in Exhibit B of the Agreement shall be replaced with: \$2,565,696.00
- 5. Section 1 of Exhibit B in the Agreement shall be replaced with Section 1 attached hereto as an additional page.
- 6. The Agreement shall include the SJUSD Key Use Agreement attached hereto as Exhibit D. Contractor agrees to and shall complete, sign, and email the SJUSD Key Use Agreement to: maintenance@sjusd.org.
- 7. 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.
- 8. 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 Agreement as of the date that is later of the two dates set forth below.

Dated:

Dated: 11/14/2024

SAN JOSÉ UNIFIED SCHOOL DISTRICT

THINK TOGETHER, INC.

By:

By:

DocuSigned by:
Tia Dwyer
96888C146DB54FF...

Name: Tracy Morrison

Name: Tia Dwyer

Title: Director, Procurement

Title: Chief Operating Officer

Initial
JM

Initial
FD

EXHIBIT A

Group B Schools	Consolidated Sites	November 27, 2024 Enrollment Projection	Site Coordinator	Instructors TK/K	Instructors 1-6
Gardner Elementary	with Washington Elementary	40	1	1	2
Hoover MS	at Trace Elementary	0	0	0	0
Lowell Elementary	at Olinder Elementary	0	0	0	0
Muwekma Ohlone MS	at Grant Elementary	0	0	0	0
John Muir MS	at Schallenberger Elementary	0	0	0	0
Simonds Elementary	at Los Alamitos Elementary	0	0	0	0
Reed Elementary	at Schallenberger Elementary	0	0	0	0
Washington Elementary	at Gardner Elementary	0	0	0	0
River Glen School	None	15	1	1	1
Grant Elementary	with Muvekma Ohlone MS	47	1	1	2
Horace Mann Elementary	at Olinder Elementary	0	0	0	0
Hacienda Elementary	with Terrell Elementary	40	1	1	2
TOTALS		142	4	4	7

EXHIBIT B

1. Firm Staff Rates:

2024 - 2025 SCHOOL YEAR				
Position	# of Positions	Rate	Total Hours Per Position	Totals
Area Manager	2	\$ 53.00	1,440	\$ 152,640.00
Site Coordinator (FT)	8	\$ 36.00	1,440	\$ 414,720.00
Site Coordinator (PT)	4	\$ 36.00	990	\$ 142,560.00
Instructors TK/K	19	\$ 28.00	734	\$ 390,488.00
Instructors 1-6	39	\$ 28.00	734	\$ 801,528.00
Floater Instructors	3	\$ 28.00	734	\$ 61,656.00
TOTALS				\$1,963,592.00

Area Manager: 8 hrs per day x 180 days = 1,440 hours

Site Coordinator (Full Time): 8 hrs per day x 180 days = 1,440 hours

Site Coordinator (Part Time): 5.5 hrs per day x 180 days = 990 hours

Instructors TK/K & 1-6: 4 hrs per day x 180 days + 14 hrs minimum days = 734 hours

Floater Instructors: 4 hrs per day x 180 days + 14 hrs minimum days = 734 hours

2024 - 2025 INTERSESSIONS				
Position	# of Positions	Rate	Total Hours Per Position	Totals
Area Manager	2	\$ 53.00	80	\$8,480.00
Site Coordinator	12	\$ 36.00	80	\$34,560.00
Instructors TK/K	14	\$ 28.00	80	\$31,360.00
Instructors 1-6	9	\$ 28.00	80	\$20,160.00
TOTALS				\$94,560.00

Area Manager, Site Coordinator, Instructors TK/K & 1-6:

8 hrs per day x 10 days = 80 hours

NOVEMBER 27, 2024				
Position	# of Positions	Rate	Total Hours Per Position	Totals
Area Manager	1	\$ 53.00	8	\$ 424.00
Site Coordinator	4	\$ 36.00	8	\$ 1,152.00
Instructors TK/K	4	\$ 28.00	8	\$ 896.00
Instructors 1-6	7	\$ 28.00	8	\$ 1,568.00
TOTALS				\$4,040.00

TOTAL STAFFING COSTS: \$2,062,192.00



San José
Unified
School District

EXHIBIT D

SJUSD KEY USE AGREEMENT

The undersigned (user) hereby acknowledges receipt of the key(s) as listed below and agrees to the SJUSD Key Use Agreement as follows.

Keys shall remain in control of User. Keys shall not be duplicated. Keys shall be used for official business only as listed on this form and shall be returned promptly upon completion of business as noted. Lost or stolen keys shall be reported immediately to SJUSD Maintenance (District) or SJUSD Security (Central Station). By signing this form, User acknowledges that he/she is an authorized agent of the company listed, with authority to bind listed company by this agreement.

User agrees to be held responsible for all costs associated with loss or miss-use of keys. Costs include but are not limited to filing and reporting, replacement key costs, mitigation/ remediation efforts to secure sites determined by District, re-keying costs for all affected areas as determined by District, damages caused by miss-use of keys including vandalism, theft, malicious mischief and the like. A minimum lost key charge of \$100 will apply to all lost keys.

Prior to accessing site, User will contact Central Station at (408) 278-6923. User will announce name, company name and scheduled authorized business. Those not having scheduled authorized business will be denied access.

Site Name: _____ Room(s)/Building Accessing _____

Key Code (s): _____

Company Name: _____

Address: _____

Company Phone Number: _____ Cell Phone No: _____

Business Need: _____ Scheduled Return Date: _____

PRINT NAME

SIGNATURE

KEY(S) ISSUED BY

DATE

Date Returned

By (Print Name)

Received By (Print)

Signature

SJUSD MAINTENANCE DEPT. 2222 UNIFIED WAY SAN JOSE CA 95125 PH: (408) 535-6200 FAX (408) 998-5722