

**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 **YMCA of Silicon Valley** (“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 Twenty-Five Thousand Thirty-Six Dollars and Seventy-Four Cents (\$2,525,036.74) shall be replaced with Two Million Seven Hundred and Nine Thousand Four Hundred and Seventy-Three Dollars and Fifty-Two Cents (\$2,709,473.52).
- 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: \$2,709,473.52
- 5. Section 1 of Exhibit B in the Agreement shall be replaced with Section 1 attached hereto as Exhibit B.
- 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](mailto: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**

**YMCA OF SILICON VALLEY**

By:

By:

Signed by:  
*Mary Hoshiko Haughey*  
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Name: Tracy Morrison

Name: Mary Hoshiko Haughey

Title: Director, Procurement

Title: Chief Operating Officer

Initial  
*Jm*

Initial  
*MH*

**EXHIBIT A**

| <b>Group C Schools</b>        | <b>Consolidated Sites</b>           | <b>November 27, 2024 Enrollment Projection</b> | <b>Site Coordinator</b> | <b>Instructors TK/K</b> | <b>Instructors 1-6</b> |
|-------------------------------|-------------------------------------|--|-------------------------|-------------------------|------------------------|
| Almaden Elementary            | None                                | 23   | 1                       | 1                       | 1                      |
| Booksin Elementary            | None                                | 20   | 1                       | 1                       | 1                      |
| Terrell Elementary            | at Hacienda Elementary              | 0  | 0                       | 0                       | 0                      |
| Canoas Elementary             | None                                | 22   | 1                       | 1                       | 1                      |
| Allen at Steinbeck Elementary | None                                | 17   | 1                       | 1                       | 1                      |
| Schallenberger Elementary     | with Reed Elementary & John Muir MS | 46   | 1                       | 1                       | 2                      |
| Trace Elementary              | with Hoover MS                      | 36   | 1                       | 1                       | 2                      |
| Carson Elementary             | None                                | 21   | 1                       | 1                       | 1                      |
| Willow Glen MS                | at Willow Glen Elementary           | 0  | 0                       | 0                       | 0                      |
| Willow Glen Elementary        | with Willow Glen MS                 | 35   | 1                       | 1                       | 2                      |
| Hammer & Galarza Elementary   | None                                | 55   | 1                       | 1                       | 2                      |
| <b>TOTALS</b>                 |                                     | <b>275</b>                                     | <b>9</b>                | <b>9</b>                | <b>13</b>              |

**EXHIBIT B**

**1. Firm Staff Rates:**

| <b>2024 - 2025 SCHOOL YEAR</b> |                       |             |                                 |                       |
|--------------------------------|-----------------------|-------------|---------------------------------|-----------------------|
| <b>Position</b>                | <b># of Positions</b> | <b>Rate</b> | <b>Total Hours Per Position</b> | <b>Totals</b>         |
| Area Manager                   | 2                     | \$ 53.05    | 1,440                           | \$ 152,784.00         |
| Site Coordinator               | 11                    | \$ 38.22    | 1,440                           | \$ 605,404.80         |
| Instructors TK/K               | 22                    | \$ 34.11    | 734                             | \$ 550,808.28         |
| Instructors 1-6                | 38                    | \$ 34.11    | 734                             | \$ 951,396.12         |
| Floater Instructors            | 8                     | \$ 34.11    | 734                             | \$ 200,293.92         |
| <b>TOTALS</b>                  |                       |             |                                 | <b>\$2,460,687.12</b> |

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

Site Coordinator: 8 hrs per day x 180 days = 1,440 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

| <b>2024 - 2025 INTERSESSIONS</b> |                       |             |                                 |                     |
|----------------------------------|-----------------------|-------------|---------------------------------|---------------------|
| <b>Position</b>                  | <b># of Positions</b> | <b>Rate</b> | <b>Total Hours Per Position</b> | <b>Totals</b>       |
| Area Manager                     | 2                     | \$ 53.05    | 80                              | \$ 8,488.00         |
| Site Coordinator                 | 11                    | \$ 38.22    | 80                              | \$ 33,633.60        |
| Instructors TK/K                 | 12                    | \$ 34.11    | 80                              | \$ 32,745.60        |
| Instructors 1-6                  | 13                    | \$ 34.11    | 80                              | \$ 35,474.40        |
| <b>TOTALS</b>                    |                       |             |                                 | <b>\$110,341.60</b> |

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

8 hrs per day x 10 days = 80 hours

| <b>NOVEMBER 27, 2024</b> |                       |             |                                 |                   |
|--------------------------|-----------------------|-------------|---------------------------------|-------------------|
| <b>Position</b>          | <b># of Positions</b> | <b>Rate</b> | <b>Total Hours Per Position</b> | <b>Totals</b>     |
| Area Manager             | 1                     | \$ 53.05    | 8                               | \$ 424.40         |
| Site Coordinator         | 9                     | \$ 38.22    | 8                               | \$ 2,751.84       |
| Instructors TK/K         | 9                     | \$ 34.11    | 8                               | \$ 2,455.92       |
| Instructors 1-6          | 13                    | \$ 34.11    | 8                               | \$ 3,547.44       |
| <b>TOTALS</b>            |                       |             |                                 | <b>\$9,179.60</b> |

**TOTAL STAFFING COSTS: \$2,580,208.32**



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