

**AMENDMENT TO AGREEMENT BETWEEN MORGAN HILL UNIFIED SCHOOL DISTRICT AND
VOICES COLLEGE-BOUND LANGUAGE ACADEMIES
IMPLEMENTING FACILITIES SOLUTION IN LIEU OF PROPOSITION 39 FOR THE 2015-2016, 2016-
2017, and 2017-2018 SCHOOL YEARS**

This First Amendment to Agreement ("Amendment") is made as of March 4, 2019, by and between the Morgan Hill Unified School District ("District") and Voices College-Bound Language Academies ("Voices") (together the "Parties").

RECITALS

WHEREAS, the Parties entered into that Agreement between Morgan Hill Unified School District and Voices College-Bound Language Academies Implementing Facilities Solution In Lieu of Proposition 39 for the 2015-2016, 2016-2017, and 2017-2018 School Years ("Agreement") dated May 4, 2016.

WHEREAS, the Agreement provided for the District to make a cash payment of One Hundred Thousand and Twenty Five Dollars (\$125,000.00) ("Payment") to Voices in exchange for Voices waiving its right to Prop. 39 facilities from the District for the 2015-2016, 2016-2017, and 2017-2018 school years. The Agreement provided that the District's payment to "assist Voices in subsidizing improvements at its current non-District location at 16870 Murphy Ave. Morgan Hill, CA 95037 ("Advent Site") or at an alternative facility location to be determined by VCBLA ("Alternate Site")."

WHEREAS, the District has requested that Voices provide it with an accounting of how the Payment has been spent, and Voices has informed the District that it has not yet spent the Payment.

WHEREAS, the Parties disagree as to whether the Agreement contains a specific timeline which Voices is required to spend the Payment, the Parties wish to now set a specific timeline within which Voices will spend the Payment on an Alternate Site.

AGREEMENT

Voices and the District agree as follows:

1. Voices will spend the Payment on the preparation for and performance of facilities improvements to an Alternate Site by no later than January 30, 2022, and shall provide the District with a written accounting of how the Payment was spent no later than thirty (30) days thereafter. In the event that Voices does not spend the Payment in whole by January 30, 2022, or only spends it in part, it shall return the unspent sum to the District no later than March 15, 2022.

2. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

3. Except as herein modified or amended, the provisions, conditions and terms of the Agreement shall remain unchanged.

4. In the case of any inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall govern and control.

5. Representations and Warranties: Each of the parties represent and warrant: (a) that he/she has the full legal capacity and authority to enter into and perform all obligations under this Amendment and has conferred with legal counsel of his/her choosing as to the significance and legal effect of this Amendment, and (b) that the party has read this Amendment, is fully aware of its contents and legal effect, and has entered into this Amendment freely, without coercion or duress, and based on the parties' own judgment.

6. This Agreement shall be presented to each parties' governing board for ratification no later than ~~February~~ ^{March} 26 2019.

Voices College-Bound Language Academies

Morgan Hill Unified School District

By: Frances Teso
Frances Teso
Executive Director

By: _____
Steve Betando
Superintendent

Date: 3-4-19

Date: _____

Ratified this _____ day of _____, 2019 by the Board of Trustees of the Morgan Hill Unified School District by the following vote:

AYES:

NOES:

Abstentions:

Secretary to the Board of Trustees

Ratified this 4 day of March, 2019 by the Board of Directors of the Voices College-Bound Language Academies by the following vote:

AYES: 5

NOES: 0

Abstentions: 0

Olivia M. Miller
Secretary to the Board of Trustees