

**FIRST AMENDMENT TO FACILITIES USE AGREEMENT BETWEEN
ALPINE SCHOOL DISTRICT AND LITERACY FIRST CHARTER SCHOOLS**

This First Amendment to Facilities Use Agreement (“First Amendment”), dated May 18, 2022, is made by and between Alpine School District, a school district organized and existing under the laws of the State of California (“District”), and Literacy First Charter Schools, a California nonprofit corporation operating the Liberty Charter High School. Literacy First Charter Schools and Liberty Charter High School are collectively referred to as the “Charter School.” The District and the Charter School are individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Charter School has a current, active charter and operates under the authorization of the San Diego County Board of Education (“County Board”).

WHEREAS, the District is the owner of certain real property located at 1850 Alpine Boulevard in Alpine, California 91901, which is more commonly known as the former Alpine Elementary School (the “Site”).

WHEREAS, the Parties entered into that certain Facilities Use Agreement, executed on January 14, 2022 and approved by the District’s Board of Trustees on February 17, 2022, authorizing the Charter School to use the Site and to share use of other District facilities (“Shared Use Facilities”) to operate its high school program for students who are enrolled in ninth through twelfth grade only.

WHEREAS, Section 1.a.ii. of the Facilities Use Agreement requires the Charter School, as a condition of its occupation and use of the Site and Shared Use Facilities, to obtain formal approval from the County Board to materially revise its charter to change the location for its operation of Liberty Charter High School to the Site.

WHEREAS, in consultation with the San Diego County Superintendent of Schools, the Charter School and the District were informed and received confirmation, that the Charter School is authorized to change the location for the operation of Liberty Charter High School to the Site without the need for a material revision to its charter.

WHEREAS, the Parties now desire, through this First Amendment, to amend the Facilities Use Agreement to remove the requirement for the Charter School to materially revise its charter to change the location of its operation of Liberty Charter High School as a condition of its occupation and use of the Site and Shared Use Facilities.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements described in this First Amendment, the Parties agree as follows:


1. Section 2.a.ii. (County Board Action on Material Revision) is hereby deleted and removed from the Facilities Use Agreement in its entirety.
2. Except as otherwise stated herein, the terms of the Facilities Use Agreement shall remain the same.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Facilities Use Agreement between the District and Charter School as of the dates set forth below.

Alpine School District

Name: Dr. Rich Newman

Title: Superintendent

Signature: 

Date: May 18, 2022

Liberty First Charter Schools

Name: _____

Title: _____

Signature: _____

Date: _____

Date of District Board of Trustees Approval: _____

Date of Charter Board of Directors Approval: _____