

Amendment to Charter Agreement

Excelsior Academy, a Utah nonprofit corporation (the "School") and the **Utah State Charter School Board** ("SCSB") (also referred to as the "Parties") hereby enter into this Amendment to Charter Agreement ("Amendment") dated the 26th day of October, 2017.

Recitals

Whereas, the parties entered into a contract, on or about **September 10, 2009**, (the "Charter Agreement") wherein the School was authorized by the SCSB to, among other things, operate a public charter school in Utah in accordance with the Utah Charter School Act, the Rules of the State Board of Education (the "Board"), and the Charter Agreement.

Whereas, the School applied for an amendment of the Charter Agreement to change the maximum enrollment;

Whereas, the application for amendment was granted by the SCSB on January 11, 2017;

Whereas, the application for increases enrollment was approved by the Board on February 10, 2017;


NOW THEREFORE in consideration of the mutual covenants, representations, warranties, provisions, and agreements contained herein, and in reliance on the action taken by the SCSB and Board the parties agree as follows:

1. The School's maximum enrollment beginning **SY19** will be **1215** students in grades **K-8** as outlined in the expansion application.
2. With this Amendment all other provisions of the Charter Agreement are restated and remain in full effect, except for those matters addressed by this amendment.
3. The Parties represent and warrant that this Amendment has been duly authorized by their governing boards and executed, and this constitutes a legal, valid, and binding obligation.
4. In case any provision in or obligation under this Amendment shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions or obligations in this Amendment, or in the Charter Agreement, shall not in any way be affected or impaired thereby.
5. This Amendment shall not be assignable by either Party; except that if SCSB shall no longer have authority to charter public schools in Utah, SCSB may assign this Agreement to any entity authorized to charter or monitor public charter schools in Utah.

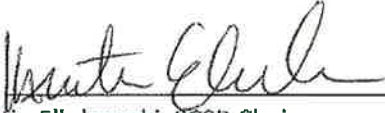
6. No waiver of any breach of this Amendment or the Charter Agreement shall be held as a waiver of any other subsequent breach.
7. This Amendment may be signed by the Parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Electronic signatures by either of the Parties shall have the same effect as original signatures.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed and delivered by their respective authorized officer:

EXCELSIOR ACADEMY,

Signature: 
Name: Shelly Taylor Governing Board Chair
Date Signed: 10.26.17

UTAH STATE CHARTER SCHOOL BOARD,

Signature: 
Name: Kristin Elinkowski, SCSB Chair
Date Signed: 10/17/17