

THIRD AMENDMENT TO THE CHARTER AGREEMENT

This Third Amendment to the Charter Agreement is entered into effective as of the 14th day of January 2021 by and between the State Charter School Board (SCSB) and the Governing Board of Spectrum Academy collectively referred to as the "Parties."

RECITALS

A. An Application by Spectrum Academy to create and operate a charter school was approved by the SCSB, and on or about October 18, 2007 the Parties entered into an agreement (the "Charter Agreement"), wherein Spectrum Academy was authorized by the SCSB to operate a public charter school in Utah, among other things.

B. The charter application was fully incorporated into the Charter Agreement.

C. On April 13, 2017 the SCSB approved an amendment request to allow Spectrum Academy to request the maximum authorized enrollment count be calculated and capped as a Local Education Agency (LEA) The max enrollment is 1,606.

D. On September 8, 2017 SCSB approved an amendment request to allow Spectrum Academy to change the maximum enrollment at the North Salt Lake campus beginning SY19 to 960 students in grades K-12. This was memorialized on October 17, 2017.

E. An amendment request by Spectrum Academy to make changes to the goals, changes to the Bylaws, remove original application sections, and changes to the school mission was approved by the SCSB on January 14, 2021.

The Parties now desire to amend the Charter Agreement by revising portions of the Application as follows: (Please see attached agreement)

1. Goals (Attachment A)
2. Bylaws (Attachment B)
3. Removal of original application sections (Attachment C)
4. School Mission (Attachment D)

NOW THEREFORE, in consideration of the mutual covenants and representations set forth herein, and in reliance on the action taken by the SCSB and the Governing Board of Spectrum Academy, the parties hereby agree as follows:

1. Except as set forth in this Third Amendment, the Charter Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Third Amendment and the terms of the Charter Agreement, the terms of this First Amendment shall prevail.
2. The Parties represent and warrant that this Third Amendment has been duly authorized by their governing boards and constitutes a legal, valid, and binding obligation.

3. This Third Amendment may be signed by the Parties in separate counterparts, each of which, when so executed and delivered, shall be deemed an original.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to the Charter Agreement to be duly executed and delivered by their respective authorized representative.

STATE CHARTER SCHOOL BOARD

SPECTRUM ACADEMY

By: _____

By: *Juan S. ...*

Chair, State Charter School Board

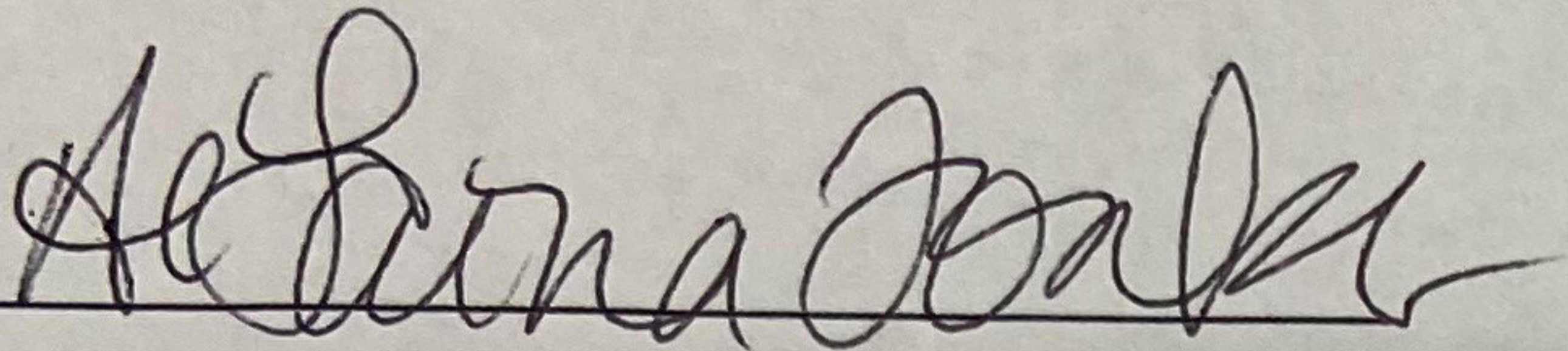
Chair, School Board of Directors

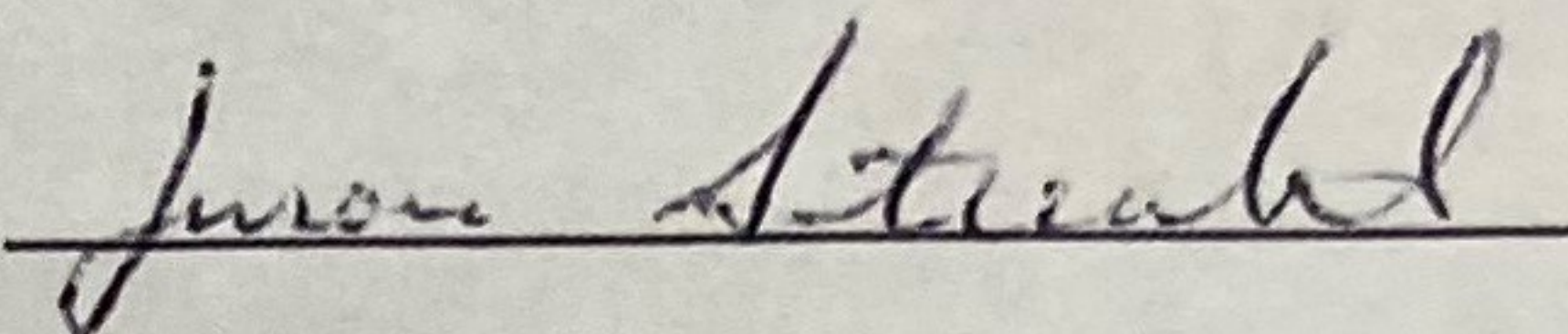
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