

FIRST AMENDMENT TO CHARTER SCHOOL CONTRACT

THIS FIRST AMENDMENT TO CHARTER SCHOOL CONTRACT ("Contract"), dated this 9th day of June, 2016, is made and entered by and between the FALCON SCHOOL DISTRICT 49 ("School District") and BANNING LEWIS RANCH ACADEMY ("BLRA").

RECITALS

WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act ("Act"), C.R.S. §§ 22-30.5-101 *et seq.*, for certain purposes as enumerated in § 22-30.5- 102(2) and (3); and

WHEREAS, on October 6, 2005, the Board of Education approved BLRA's charter application; and

WHEREAS, the School District and BLRA entered into that certain Charter School Contract dated November 5, 2005 (the "Charter School Contract"); and

WHEREAS, on December 10, 2015 the Board of Education approved certain amendments to the Charter School Contract, including an expansion of the school and the hiring of a new education management organization; and

WHEREAS, the Parties now desire to amend the Charter School Contract in accordance with the terms stated herein.

NOW, THEREFORE, in consideration of the foregoing Recitals and their mutual understandings, covenants, and promises, the Parties agree as follows:

AGREEMENT

1. Sub-section 5.4.2 of the Charter School Contract is deleted in its entirety and replaced with the following:

5.4.2 The School and the District agree that during the term of this Contract, BLRA's total enrollment shall not exceed the capacity of its facilit(ies) and site(s). The minimum enrollment is determined to be the lowest enrollment necessary for financial viability, as reasonably determined by both parties. BLRA is authorized to enroll students in grades Kindergarten though 12th grade.

2. Section 12 of the Charter School Contract is deleted in its entirety and replaced with the following:

12.0 Facility. BLRA shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it. BLRA shall provide the District with a copy of the lease, deed, or other facility agreement granting it the

right to use the same. BLRA has or shall comply with C.R.S. §22-32-124, and shall obtain all applicable use permits or certificates of occupancy necessary for the facilities owned or leased by it to be used and occupied as a school. The School District shall have access at all reasonable times to any such facilities for purposes of inspecting the same.

3. BLRA's retention of Accel Schools Colorado LLC, a Delaware limited liability company ("ACCEL"), to provide management services to the school is approved, and the Management Agreement between ACCEL and BLRA previously submitted to the School District is approved. All references to Mosaica Education, Inc. in the Charter School Contract shall, unless the context indicates otherwise, be deemed to refer to ACCEL.

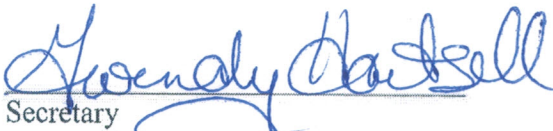
4. Except as modified herein, the Charter School Contract remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date first above written.

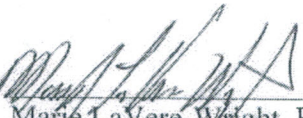
BANNING LEWIS RANCH ACADEMY

By: 
Deann Barnett, President

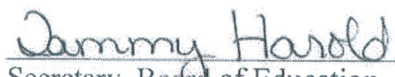
Attest:


Secretary

FALCON SCHOOL DISTRICT NO. 49

By: 
Marie LaVere-Wright, President

Attest:


Secretary, Board of Education