

**RESOLUTION 22-12-06**

**CONCERNING A CONTRACT AMENDMENT FOR CAPROCK ACADEMY –  
TRANSPORTATION SERVICES ADDENDUM**

WHEREAS, Caprock Academy (the “School”) is a charter school authorized by the Colorado Charter School Institute (the “Institute”);

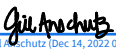
WHEREAS, the School has requested to offer Transportation Services;

WHEREAS, the CSI Board of Directors has had the opportunity to fully consider the recommendations of CSI Staff and the CSI Board of Directors Performance Management Committee, as well as all additional information provided by the School;

NOW, THEREFORE, BE IT RESOLVED, by the CSI Board of Directors, that the current charter contract with the School be amended pursuant to the terms set forth in the attached Charter School Contract Amendment #1;

Adopted this 13th day of December, 2022.

COLORADO CHARTER SCHOOL  
INSTITUTE

By:   
Jill K. Schutz (Dec 14, 2022 09:27 MST)  
Chairperson, Board of Directors

I certify that the foregoing Resolution No. 22-12-06 was adopted by the CSI Board of Directors at a regular Board meeting upon notice as required by law on the date set forth above.

By:   
Eric Lerum (Dec 14, 2022 16:51 MST)  
Secretary, Board of Directors

# CHARTER SCHOOL CONTRACT AMENDMENT No. 1

## 1. FACTUAL RECITALS

- a. The Colorado Charter School Institute (the “Institute”), acting by and through its Board of Directors, has entered into a Renewal Charter School Contract (the “Contract”) with:  
  
Caprock Academy (the “School”),  
  
effective as of: May 19, 2022,  
  
for the purpose of authorizing the School to become an Institute Charter School in Colorado.
- b. Through this Amendment #1, the Institute and the School (collectively, the “Parties”) hereby modify the Contract as follows.

## 2. MODIFICATIONS

- a. **Section 5.3 Transportations Services** is hereby deleted in its entirety and replaced with the following:

The Institute and the School acknowledge and agree that transportation is not required to be provided to students attending the School. The School is permitted to provide transportation only in accordance with **Exhibit E** to this Contract. The School shall obtain prior Institute approval and this Contract shall be modified prior to the School providing any transportation to students other than as identified in **Exhibit E**.

- b. Exhibit E will read as follows:

### **Exhibit E: Transportation Services Addendum**

The Institute and the School acknowledge and agree that transportation is not required to be provided to students attending the School. The School is prohibited from offering a regular home-to-school, school-to-home transportation program without prior written authorization from the Institute, except that the School shall provide transportation for special education students who require transportation as a related service and students who otherwise require the provision of transportation in accordance with state or federal law, and may provide transportation for activity trips pursuant to the Applications. Any transportation of students provided by the School shall be the sole responsibility of the School. The School shall be responsible for and shall comply with all regulatory, safety, insurance, and licensing requirements for any and all transportation services provided.

## 3. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

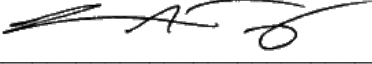
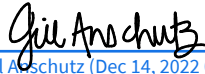
This Amendment is incorporated by reference into the Contract, and all prior amendments thereto, if any, remain in full force and effect, except as specifically modified herein. In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control.

4. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall be effective and enforceable upon signature of the School below (the “Effective Date”).

*Signatures on next page.*

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT AMENDMENT.**

|                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>SCHOOL</b><br/>Caprock Academy</p> <p>By:  _____</p> <p>Chairperson, Board of Directors</p> <p>Date: <u>Dec 19, 2022</u></p>                                                               | <p><b>COLORADO CHARTER SCHOOL<br/>INSTITUTE</b></p> <p>By:  _____<br/>Jill Anschutz (Dec 14, 2022 09:27 MST)</p> <p>Chairperson, Board of Directors</p> <p>Date: <u>Dec 14, 2022</u></p> |
| <p><b>SCHOOL</b><br/>Caprock Academy</p> <p>By:  _____<br/>Joyce Sekharan (Dec 24, 2022 10:10 MST)</p> <p>Secretary, Board of Directors</p> <p>Amendment Effective Date: <u>Dec 24, 2022</u></p> | <p><b>APPROVED AS TO FORM:<br/>Philip J. Weiser, Attorney General</b></p> <p>By:  _____<br/>Joseph A. Peters (Dec 15, 2022 08:33 MST)</p> <p>Assistant Attorney General</p>              |

# Caprock Academy Contract Amendment Resolution 22-12-06

Final Audit Report

2022-12-24

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2022-12-14                                   |
| By:             | Amanda Oberg (amandaoberg@csi.state.co.us)   |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAqO7mJWbDGkpEuaH5r3_RzgwthAk6AqjI |

## "Caprock Academy Contract Amendment Resolution 22-12-06" History

-  Document created by Amanda Oberg (amandaoberg@csi.state.co.us)  
2022-12-14 - 3:59:18 PM GMT- IP address: 73.229.163.156
-  Document emailed to janschultz.csi@gmail.com for signature  
2022-12-14 - 4:00:18 PM GMT
-  Email viewed by janschultz.csi@gmail.com  
2022-12-14 - 4:27:22 PM GMT- IP address: 73.169.42.63
-  Signer janschultz.csi@gmail.com entered name at signing as Jill Anschutz  
2022-12-14 - 4:27:43 PM GMT- IP address: 73.169.42.63
-  Document e-signed by Jill Anschutz (janschultz.csi@gmail.com)  
Signature Date: 2022-12-14 - 4:27:45 PM GMT - Time Source: server- IP address: 73.169.42.63
-  Document emailed to ericlerum@gmail.com for signature  
2022-12-14 - 4:27:46 PM GMT
-  Email viewed by ericlerum@gmail.com  
2022-12-14 - 11:51:15 PM GMT- IP address: 67.176.5.251
-  Signer ericlerum@gmail.com entered name at signing as Eric Lerum  
2022-12-14 - 11:51:28 PM GMT- IP address: 67.176.5.251
-  Document e-signed by Eric Lerum (ericlerum@gmail.com)  
Signature Date: 2022-12-14 - 11:51:30 PM GMT - Time Source: server- IP address: 67.176.5.251
-  Document emailed to joe.peters@coag.gov for signature  
2022-12-14 - 11:51:31 PM GMT

 Email viewed by joe.peters@coag.gov

2022-12-15 - 3:32:42 PM GMT- IP address: 104.47.65.254

 Signer joe.peters@coag.gov entered name at signing as Joseph A Peters

2022-12-15 - 3:33:05 PM GMT- IP address: 71.33.143.87

 Document e-signed by Joseph A Peters (joe.peters@coag.gov)

Signature Date: 2022-12-15 - 3:33:07 PM GMT - Time Source: server- IP address: 71.33.143.87

 Document emailed to t.fry@caprockacademy.org for signature

2022-12-15 - 3:33:08 PM GMT

 Email viewed by t.fry@caprockacademy.org

2022-12-19 - 10:16:00 PM GMT- IP address: 47.47.139.90

 Signer t.fry@caprockacademy.org entered name at signing as Timothy A Fry

2022-12-19 - 10:59:37 PM GMT- IP address: 47.47.139.90

 Document e-signed by Timothy A Fry (t.fry@caprockacademy.org)

Signature Date: 2022-12-19 - 10:59:39 PM GMT - Time Source: server- IP address: 47.47.139.90

 Document emailed to j.sekharan@caprockacademy.org for signature

2022-12-19 - 10:59:40 PM GMT

 Email viewed by j.sekharan@caprockacademy.org

2022-12-20 - 11:38:17 PM GMT- IP address: 63.237.115.16

 Signer j.sekharan@caprockacademy.org entered name at signing as Joyce Sekharan

2022-12-24 - 5:10:23 PM GMT- IP address: 75.216.242.178

 Document e-signed by Joyce Sekharan (j.sekharan@caprockacademy.org)

Signature Date: 2022-12-24 - 5:10:25 PM GMT - Time Source: server- IP address: 75.216.242.178

 Agreement completed.

2022-12-24 - 5:10:25 PM GMT